93-766

Supreme Court, U.S.
NOV - 3 1993

In The

Supreme Court of the United States

October Term, 1993

JULIUS RYTMAN, DORA RYTMAN, COLCHESTER EGG FARMS, INC., RYTMAN GRAIN, INC., JULIUS AND DORA RYTMAN PROPRIETORSHIP, PINECREST DUCK FARM TRUST, AND AGRI-FINANCE, INC.

Petitioners,

vs.

KOFKOFF EGG FARM LIMITED PARTNERSHIP, SAMUEL KOFKOFF, ROBERT KOFKOFF, JOSEPH FORTIN, BLAIR HAGY, COLCHESTER FOODS, INC., PIERCE HOLLOW FARMS, FITCHVILLE REALTY, INC., CONNECTICUT NATIONAL BANK, NORWICH SAVINGS SOCIETY, BROWN, JACOBSON, JEWETT & LAUDONE, P.C. N/K/A BROWN, JACOBSON, TILLINGHAST, LAHAN & KING, P.C., MILTON JACOBSON, AND GLENN GORDON

Respondents.

Petition For Writ of Certiorari To The United States Court of Appeals For The Second Circuit

APPENDIX TO PETITION FOR WRIT OF CERTIORARI VOLUME I

DONALD R. BEEBE
BEEBE AND O'NEIL
335 Washington Street
Norwich, CT 06360
(203) 889-5266

Counsel of Record for Petitioners

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

JULIUS RYTMAN, ET AL,	:	
	:	
Plaintiffs	:	
	:	
V.	:	NO. 291 CV 001146 (PCD)
	:	
KOFKOFF EGG FARM LIMITED	:	
PARTNERSHIP, ET AL	:	
	:	
Defendants	:	SEPTEMBER 23, 1992
		(Filed Sept. 23, 1992)

FIRST AMENDED COMPLAINT

Plaintiffs Julius Rytman, Dora Rytman, Colchester Egg Farms, Inc., Rytman Grain, Inc., Julius and Dora Rytman Proprietorship, Pine Crest Duck Farm Trust, Inc., Agri-Finance, Inc. by their attorneys, hereby complain of defendants as follows:

JURISDICTION AND VENUE

1. Jurisdiction of this Court is founded upon

the provisions of Chapter 96, United States Code, Racketeer Influenced and Corrupt Organizations (RICO), Title 18, U.S.C. Sections 1961 through 1964. Specifically, this action is brought under 18 U.S.C. Section 1964(c), which provides that any person injured in their person or property by reason of a violation of 18 U.S.C. Section 1962 may sue in the United States District Court for three-fold damages, attorneys' fees and costs.

2. Venue in this Court is founded upon 18 U.S.C. Section 1965(a) in that all defendants reside in the District of Connecticut, or may be found in that District, or are transacting business, directly or through agents, in that District.

3. All of the defendants' operation in the individual and corporate businesses owned by the plaintiffs have involved the use of the United States mail and telephone lines, and the transmittal across state lines and interstate commerce of various products, representation, telephone calls, agreements, communications, contracts, and other

business matters, transactions, and dealings. Accordingly, plaintiffs, defendants, and the "enterprise" are within the flow of interstate commerce. During the relevant period, there has been a consistent continuity of movement of said products and services of said defendants and/or effecting interstate commerce.

PARTIES

PLAINTIFFS

4. Plaintiffs Julius Rytman and Dora Rytman are residents of the State of Connecticut and at all times relevant herewith were principals and shareholders of the various other plaintiff entities described herein. Julius and Dora Rytman owned the following corporate entities and business entities: Colchester Egg Farms, Inc., Rytman Grain, Inc., Julius and Dora Rytman Proprietorship, Pine Crest Duck Farm Trust, Inc., Agri-Finance, Inc. and in 1986 through 1987, High Tech Feeds, Inc. which operated the grain mill formerly operated by Rytman Grain, Inc. on Murphy Road in Franklin, Connecticut. The

plaintiffs, Julius Rytman and Dora Rytman also owned extensive real estate consisting of a grain mill and assicated buildings, chicken farms, commerical land including egg distribution bulding, residential land and buildings and residential building land.

5. The plaintiff, Colchester Egg Farms, Inc. was a Connecticut corporation with a principal place of business on Murphy Road in Franklin, Connecticut which was engaged primarily in the egg distribution business.

6. Plaintiff Rytman Grain, Inc. was a Connecticut corporation with a principal place of business on Murphy Road in Franklin, Connecticut which was engaged in the principal business of selling grain.

7. Plaintiffs Julius and Dora Rytman Proprietorship were a proprietorship made up of the plaintiffs Julius Rytman and Dora Rytman which owned chickens that produced eggs and sold fowl.

8. Plaintiffs Pine Crest Duck Farm Trust was a trust formed in Massachusetts for the purpose of

raising fowl and ducks and dressing the same.

9. Plaintiff Agri-Finance, Inc. was a corporation formed by Julius Rytman and Dora Rytman and located on Murphy Road in Franklin, Connecticut for the purpose of handling collections of receivables and other financial transactions for the other plaintiffs.

ENTERPRISE

10. The plaintiffs were engaged in an enterprise that consisted of integrated chicken farms, an egg production business, egg distribution business and grain mill facility and extensive real estate holdings comprised of all of the plaintiffs. Julius Rytman, Dora Rytman, Colchester Egg Farm, Inc., Rytman Grain, Inc., Julius and Dora Rytman Proprietorship, Pinecrest Duck farm Trust, Agri-Finance, Inc. and the rights to operate the grain mill on Murphy Road in Franklin, Connecticut, by virtue of having a special relationship with High Tech Feeds, Inc. and by virtue of Julius Rytman and Dora Rytman being the sole shareholder of High Tech

Feeds, Inc. The enterprise raised chickens, produced and sold eggs and produced grain for the plaintiffs' farms and other customers. Chickens, eggs and grain were sold through interstate commerce. The enterprise was also engaged in the acquisition of property, the sale of property and the sale of building lots and other properties.

DEFENDANTS AND THEIR

ASSOCIATION WITH THE ENTERPRISE

A. DEFENDANTS collectively referred to herein as "KOFKOFF DEFENDANTS"

11. Defendant Kofkoff Egg Farms Limited Partnership is a Connecticut limited partnership with a principal place of business on Schwartz Road, Bozrah, Connecticut. Kofkoff Egg Farms Limited engaged in a joint venture with Colchester Egg Farms, Inc. distributing eggs throughout New England.

12. Defendants Samuel Kofkoff, Robert Kofkoff and Joseph Fortin are residents of Connecticut and at all times relevant hereto were principals in Kofkoff Egg Farms Limited Partnership, Fitchville Realty,

Inc., Pierce Hollow Farms, Inc. and for almost all times relevant hereto, Colchester Foods, Inc. Samuel Kofkoff had been a long time friend of the plaintiffs, Julius Rytman and Dora Rytman. Additionally, Samuel Kofkoff was also a member of the Advisory Board of the Connecticut National Bank and a borrower at CNB. Robert Kofkoff is also an attorney licensed to practice in Connecticut. Additionally, Joseph Fortin is a former employee of Colchester Egg Farms, Inc. Further these men were principals in the above-referenced businesses which, as described herein, were associated with the enterprise.

13. Defendant Blair Hagy is a resident of the State of Connecticut, was a former employee of Rytman Grain, Inc. and Julius Rytman and Dora Rytman Proprietorship, Colchester Egg Farms, Inc. From May 3, 1986 Blair Hagy was associated with the enterprise as an employee of Colchester Foods, Inc., Kofkoff Egg Farms Limited Partnerhip, Pierce Hollow Farms, Inc. and Fitchville Realty, Inc.

14. The defendant Colchester Foods, Inc. was a

Connecticut corporation formed on or about May 3, 1986 for the purpose of acquiring certain assets of Colchester Egg Farms, Inc. Colchester Foods association with The Enterprise covered many agreements. Colchester Foods, Inc. is a tenant in Dora Rytman's property which is the egg distribution building. Colchester Foods, Inc. was a party to the Egg Commission Contracts as described herein, the Egg Supply Agreement described herein with the plaintiffs Julius Rytman and Dora Rytman and Colchester Egg Farms, Inc. Colchester Foods also held a mortgage on the property known as the Colchester Egg or Food Building located on Murphy Road and approximately 8.5 acres associated therewith, the Rytman farm known as the Hilltop Farm in Franklin, Connecticut, the Rytman farm known as the Jalkanen Farm in Voluntown, Connecticut, the Rytman Farm known as the Robella Farm in Voluntown, Connecticut, the Rytman Farm known as the Schwartz Farm in Lebanon, Connecticut. The defendant Colchester Foods, Inc. is an egg distribution company.

15. Defendant Pierce Hollow Farms, Inc. is a Connecticut corporation owned by Samuel Kofkoff, Robert Kofkoff and Joseph Fortin and is a Connecticut corporation with a principal place of business on Schwartz Road in Bozrah, Connecticut. Pierce Hollow Farms, Inc. raised chickens and produced eggs and is associated with the enterprise in that it acquired through the conduct of other defendants assets of the enterprise and acquired other benefits.

16. The defendant Fitchville Realty, Inc. is a Connecticut corporation with a principal place of business on Schwartz Road in Bozrah, Connecticut and was formed in September of 1987 for the purpose of acquiring assets of the plaintiffs' enterprise. The principals of said corporation are Samuel Kofkoff, Robert Kofkoff and Joseph Fortin.

B. THE BANKS

17. The defendant Connecticut National Bank (hereinafter "CNB") is a banking corporation with a principal place of business at 777 Main Street, Hartford, Connecticut. For all times relevant herein

CNB is associated with the enterprise in that it provided financing to the plaintiffs for the operation of their enterprise and related activities ancillary thereto and held mortgages and security interest on the enterprise properties, as the beneficiary of guarantees and cross collateralizations of the various plaintiffs on its financial agreements with the plaintiffs and others. Further, through the conduct alleged herein, controlled the enterprise. CNB officer, Charles Hayes (who was the Kofkoff defendants' loan officer) was a member of the Norwich Community Development Corporation (hereinafter NCDC) a community development corporation that was handling the construction of a road near one of the plaintiffs' properties in 1987.

18. The Norwich Savings Society (hereinafter "NSS") was a participant with the Connecticut National Bank in a debt ultimately guaranteed by the plaintiff and secured by cross- collateralization obtained by Connecticut National Bank on the

enterprise's assets. The Norwich Savings Society also held a mortgage on property that became the property of the plaintiffs known as Dydo Farm a/k/a the Lisbon Estates. NSS also held a mortgage on personal property of Aaron Spandorf a gurarantor of the participant loan described above. NSS president, Daniel Dennis was also the president of the NCDC and on the executive committee.

C. THE ATTORNEYS

19. The defendant, Attorney Milton L. Jacobson is a Connecticut resident and an attorney at law who represented the plaintiffs Julius Rytman and Dora Rytman and their various business entities and was associated with the enterprise for over 35 years and had been a lifelong friend of Julius Rytman and Dora Rytman. The defendant Jacobson is a principal in the law firm of Brown, Jacobson, Jewett and Laudone, P.C., now know as Brown, Jacobson, Tillinghast, Lahan & King, P.C., a professional corporation with a principal place of business at 22 Courthouse Square, Norwich, Connecticut. The defendant Milton Jacobson

also represented personally and through his law firm, Brown, Jacobson, Jewett and Laudone, P.C., the Kofkoff defendants from December of 1986 forward and the Kofkoff defendants in matters relating directly to and adversely to the plaintiff interests from February 1987 forward while he was representing the plaintiffs in the same matters. Milton L. Jacobson was also a shareholder of Colchester Egg Farms, Inc. in a trustee capacity for the children of Julius Rytman and Dora Rytman. Milton L. Jacobson served at various times as an officer and director of some of the corporate plaintiffs. Milton L. Jacobson also was the attorney in fact for Julius Rytman and Dora Rytman. Milton L. Jacobson was a member of the NCDC and he and his law firm represented NCDC relative to the construction of the road next to one of plaintiffs' farms.

20. The defendant Attorney Glenn Gordon is an attorney at law who represented plaintiffs from at least 1984 forward and was a principal in the law firm of Brown, Jacobson, Jewett and Laudone, P.C.,

now known as Brown, Jacobson, Tillinghast, Lahan & King, P.C., a professional corporation with a principal place of business at 22 Courthouse Square in Norwich, Connecticut. The defendant Glenn Gordon also represented the interests of the Kofkoff defendants starting in December of 1986 forward. In February of 1987 forward, the defendant Glenn Gordon represented the interests of the Kofkoff defendants in matters related to and adverse to the plaintiffs while he was representing the plaintiffs in the same matters. Glenn Gordon also was the attorney-in-fact (held a po. of attorney) for Julius Rytman and Dora Rytman. Glenn Gordon's law firm, Brown, Jacobson, Jewett & Laudone, P.C. represented NCDC relative to the construction of the road next to one of the plaintiffs' farms.

21. The defendant Brown, Jacobson, Jewett and Laudone, P.C., now known as Brown, Jacobson, Tillinghast, Lahan & King, P.C. is a professional corporation with the principal place of business at 22 Courthouse Square, Norwich, Connecticut, which is

a Connecticut law firm. At all times relevant herein a principal and an attorney of Brown, Jacobson, Jewett and Laudone, PC. was also a Director of the Norwich Savings Society. For all times relevant herein the law firm of Brown, Jacobson, Jewett, and Laudone, P.C. represented as an attorney the Norwich Savings Society and Connecticut National Bank. Brown, Jacobson, Jewett, and Laudone, P.C. also, from December 1986 forward, represented the Kofkoff defendants and from February 1987 forward represented the Kofkoff defendants' interests in matters directly relating to and adverse to the interests of the plaintiffs while it represented the plaintiffs in the same matters. Brown, Jacobson, Jewett and Laudone, P.C. represented NCDC in general and NCDC relative to the construction of a road next to one of the plaintiffs' farms.

22. All defendants, except Milton L. Jacobson, Glenn M. Gordon and Brown, Jacobson, Jewett and Laudone, P.C. were associated with the enterprise as parties to the October-November 1987 Agreement which

provided for the fraudulent deceitful and coercive acquisition of the enterprise's the assets by Fitchville Realty, Inc. and Colchester Foods, Inc.

23. Defendants Milton L. Jacobson, Glenn Gordon and Brown, Jacobson, Jewett and Laudone, P.C. were instrumental in aiding and abetting the other defendants in the defrauding and extorting of the enterprise, which major overt act and event was the signing and partial execution of the hereinafter described October 1987 Agreement.(This Agreement was signed between October - November 1987)

NON-PARTIES RELEVANT TO THIS ACTION

24. NORWICH COMMUNITY DEVELOPMENT CORPORATION

The Norwich Community Development Corporation (herein after "NCDC") is a corporation that owns an Industrial Park next to properties owned by the plaintiffs enterprises namely The Hilltop Farm and The Riley Farm.

The NCDC was in the process of trying to build a road directly next to The Hilltop Farm and Riley Farm in 1986 and 1987. Once the road was

built, the enterprises' Hilltop Farm and Riley Farm would have increased significantly in value.

GENERAL FACTS OCCURRING PRIOR TO THE EVENTS OF OCTOBER 1984

A. CONNECTICUT VALLEY EGG CONTRACT:

On August 7, 1978 Rytmans' Colchester Egg entered into an agreement with Connecticut Valley Egg Company, Inc. (hereinafter "Conn. Valley Egg") wherein Colchester Egg, Inc. acquired the right to sell eggs to customers of Connecticut Valley Egg Company, Inc.

The Conn. Valley Egg Contract provides, in part, as follows:

(a) Colchester Egg, Inc. shall service and deliver eggs to Conn. Valley Egg customers starting September 1, 1978 for a period of nine (9) years from September 1, 1978 to August 31, 1987.

(b) Colchester Egg, Inc. shall pay to Conn. Valley Egg the sum of one and one-half cents (1-1/2¢) for each dozen eggs that Colchester

Egg sells to customers of Conn. Valley Egg.

(c) On August 31, 1978 Conn. Valley Egg agreed to sell all of its customers to Colchester Egg for a price equal to one-ninth (1/9th) of all of the commissions paid at the rate of 1-1/2¢ per dozen eggs that Colchester Egg shall have paid to Conn. Valley Egg from September 1, 1978 to Augsut 31, 1987.

B.

KOFKOFF EGG FARMS LIMITED PARTNERSHIP

JOINT VENTURE WITH RYTMANS' COLCHESTER EGG

RE: CONNECTICUT VALLEY EGG CONTRACT

Although the Conn. Valley Egg Contract was in the name of Colchester Egg, the Kofkoff Egg Farms Limited had entered into a joint venture with Rytmans' Colchester Egg to acquire the Conn. Valley customers through the Conn. Valley Egg Contract.

The terms of this joint venture were as follows:

(a) Kofkoff Egg Farms Limited shall provide one-half of the eggs needed to service Conn. Valley Egg customers and Colchester Egg

shall provide one-half of the eggs needed to service Conn. Valley Egg customers.

(b) Kofkoff Egg Farms Limited shall be paid what the Conn. Valley Egg customers paid for the eggs less the operating cost of the egg distribution provided by Colchester Egg plus one cent.

(c) Kofkoff Egg Farms Limited shall contribute $250,000 to Colchester Egg to assist in financing the receivable to acquire the vehicles.

NORWICH COMMUNITY DEVELOPMENT CORPORATION

The Norwich Community Development Corporation (herein after "NCDC") is a corporation that owns an Industrial Park next to properties owend by the plaintiffs enterprises namely The Hilltop Farm and The Riley Farm.

The NCDC was in the process of trying to build a road directly next to The Hilltop Farm and Riley Farm in 1986 and 1987.

FACTS CONCERNING THIS MATTER

THE CNB PLAN OF LIQUIDATION OF PLAINTIFF AND ITS IMPROPER EXERCISE OF DOMINION AND CONTROL OVER THE PLAINTIFFS ENTERPRISE IMPROPERLY BENEFITTING ITSELF AND ITS INSIDER SAMUEL KOFKOFF AND THE KOFKOFF DEFENDANTS

52. Prior to October of 1984, CNB had loaned the enterprise monies for the operation of the enterprise. Commencing in late 1984, CNB began a plan of liquidation of the plaintiffs' enterprises, assets and businesses. Said plan was devised after employees of CNB met with defendant Samuel Kofkoff. Samuel Kofkoff and his business entities were borrowers of CNB and partners with the plaintiffs, Colchester Egg Farms, Inc. in a joint venture which supplied eggs to customers of a company called Connecticut Valley Egg Company, Inc. (Kofkoff was a partner through his entity Kofkoff Egg Farm Limited Partnership). Additionally at this time, Samuel Kofkoff was an "insider" of CNB through his position and membership on defendant CNB Advisory Board and his position to adversely influence CNB's handling of

the plaintiffs' relationship with CNB.

53. Samuel Kofkoff's discussion with employees of CNB took place immediately after Samuel Kofkoff demanded to be repaid his investment in the joint venture involving Connecticut Valley Egg customers and refused to pay his share of the joint venture's costs.

54. Samuel Kofkoff's discussion with employees of CNB related to the creditworthiness of the plaintiffs. As a result of this conversation, CNB, through an employee, informed the plaintiffs that something was not right with their accounts with CNB. After the Kofkoff meeting with CNB, CNB demanded an audit of the plaintiffs' accounts at the plaintiffs' expense. At the time of this investigation, CNB had not declared the plaintiffs to be in default of their obligations.

55. Meanwhile, the actions of Kofkoff Egg Farm Limited Partnership caused cash flow problems for the plaintiff, Colchester Egg Farm, Inc.

56. Although no problems was found as a result

of the investigation, CNB, in early 1985, began controlling the daily management decisions of the plaintiffs businesses. CNB would make decisions as to which of the plaintiffs' bills would be paid and CNB made sure bills owed to Kofkoff Egg Farm Limited Partnership were paid, thereby protecting another CNB borrower and insider and preferred of CNB. Such control and management was so intruding upon the daily operation of the enterprise that CNB developed and owend a fiduciary duty to the enterprise to act in its best interest. Such control and management went beyond normal banking practices in that banks normally do not take over daily operations. CNB also from 1985 forward took funds directly from the plaintiffs' enterprises to pay interest, principal and other fees.

57. In 1984 and 1985, the defendants, CNB, decided to liquidate the entire debt of the plaintiffs. Instead of telling the plaintiffs CNB kept its plan a secret. CNB devised a scheme wehrein it decided to control and acquire properties of the

plaintiffs' enterprise through becoming involved in day-to-day management of operations of the plaintiffs'. CNB wrongfully used its position as the plaintiffs enterprises' lender to compel the plaintiffs to engage in transactions that the plaintiffs would not have engaged in. This conduct as will be further explained herein went beyond normal and acceptable banking procedure.

58. CNB engaged in a speculated plan of liquidation of the plaintiffs' enterprise as is evidenced by an internal memorandums of CNB dated February 14, 1985 and August 29, 1985. During this period of time that CNB was engaged in its secret speculated plan of liquidation CNB had the plaintiffs engage in mortgages and secured transactions that CNB used to deceptively improve its secured position. CNB improved its secured position by obtaining additional collateral without informing the plaintiffs of its liquidation plan. A prime example of this was the March 1985 Mortgage Modification Agreement wherein CNB was able to increase its

mortgages from $1 million to $2.5 million. The plaintiffs agreed to this Mortgage Modification and other arrangements and requirements imposed by CNB because the plaintffs were unaware that CNB was in the process of liquidating their entire debt. The plaintiffs were informed that CNB was going to continue on as their lender and that they were going to continue to operation.

59. CNB also sought to eliminate Julius Rytman as the manager of the enterprise without advising him of that plan. CNB decided that it was in CNB's best interest that Julius Rytman be replaced.

60. CNB also imposed the management decision on the plaintiffs to require Colchester Egg Farms, Inc. to make overpayments to Julius Rytman who, in turn, was required to pay CNB for a debt owed by the plaintiff, Rytman Grain, Inc. to CNB. Said payments from Colchester Egg Farms, Inc. created a severe drain on Colchester Egg Farms, Inc. cash, thereby interferring with its abilty to function and resulting in further cash flow problems. The

plaintiffs made such payments under a constant threat of foreclosure made by CNB with the understanding that if the plaintiffs followed the management decision for Colchester Egg Farms, Inc. then CNB would not foreclose. The plaintiffs complied with CNB's demand now knowing that CNB was working towards a complete liquidation of the enterprise.

61. CNB's exercise of control over the plaintiffs was broadened to include the control over the management of Rytman Grain, Inc., a grain mill business, vital to the operation of the plaintiffs' enterprise's integrated business. CNB controlled the mill operations by deciding when and how much inventory could be bought, CNB controlling purchases making advancements when CNB felt, in its own management decision, that advancement should be made for certain specific purchases. The control exercised by CNB over said purchase had the effect of running the mill operation and, thereby, affecting the plaintiffs' enterprise.

62. The control and management over the mill was

also extended by CNB's demand that the Rytman Grain, Inc. stop supplying dairy farmers with grain. The dairy farmer accounts provided the mill with needed income to cover operating expenses. CNB threatened foreclosure if the sales to dairy farmers did not cease thereby using their contractual rights for improper control and management over the grain mill part of the plaintiffs' enterprise.

63. CNB, at this time, made the management decision for Rytman Grain, Inc. decision to remove Julius Rytman as manager of his own grain mills. In an internal memo dated February 14, 1985, CNB employee stated: "Try to work out deal where Julius [Rytman] is replaced at mill ...". Additionally in February 1985, CNB prevented the plaintiffs from paying their first mortgage holder (Federal Land Bank of Springfield) on their real estate (CNB was in the second position) by failing to pay a check made out to the first mortgage holder (CNB paid all other checks of plaintiffs) and by telling the plaintiffs that CNB would not honor any other checks made

payable to the first mortgage holder. The effect of this control and management decisions over the plaintiffs was to prevent them from satisfying their obligations to the first mortgage holder thereby making the first mortgage holder act vigorously to enforce its rights against all the plaintiffs' enterprise's properties where the first mortgage holder had a mortgage. One of these properties was the enterprises' grain mill. This action included the eminent institution of foreclosure proceeding by Federal Land Bank which placed added economic pressure on the plaintiffs at this time.

64. Given the pressures created by CNB's control and management some of which are mentioned above and Kofkoff's pulling his $250,000 out of the joint venture, CNB had forced the plaintiffs into a position where they could force the plaintiffs to sell the mill in August of 1985 effectively carrying out their management decision to oust Julius Rytman as the manager of the mill and continue the secret plan of liquidation as evidenced by CNB's internal

memoranda. CNB told the plaintiffs that if they sold the mill CNB would continue its lender-borrower relationship and that the plaintiffs enterprise would be allowed to continue to operate.

SALE OF THE PLAINTIFFS ENTERPRISES' GRAIN MILL TO HIGH TECH FEEDS, INC. IN AUGUST, 1985

65. On August 8, 1985 the Plaintiffs' enterprise sold their grain mill to High Tech Feeds, Inc.

66. Prior to the sale of the Rytman Grain Mill, NSS and CNB agreed to participate on a loan sought by High Tech Feeds, Inc, the purchaser of the Grain Mill, to acquire the Plaintiffs' Enterprise Grain Mill.

67. High Tech Fees, Inc. was owned by two shareholders, Aaron Spandorf and Milton Safenowitz.

68. The sale that was consummated on August 8, 1985 involved High Tech Feeds, Inc. borrowing $2.1 million from CNB and $1.05 million from the Plaintiff, Dora Rytman.

69. On August 8, 1985, NSS entered into a Participation Agreement with CNB relative to a $2.1

million loan involving the acquisition of the property of the Plaintiffs' enterprise known as the Rytman Grain Mill and the land associated therewith. (hereinafter "Participation Agreement").

70. The $2.1 million loan from CNB (participated in by NSS) was evidenced by a Promissory Note and secured by a Mortgage on the Grain Mill property.

71. This mortgage is hereinafter referred to as the "High Tech/CNB Mortgage". The $2.1 million loan was evidenced by a note from High Tech Feeds, Inc. to CNB (this note is hereinafter referred to as the "High Tech/CNB Note").

72. The $1.05 million loan from the plaintiff, Dora Rytman, was secured by a mortgage and security interest on the Mortgaged Property on the Grain Mill (hereinafter referred to as the "High Tech/Rytman

Bank of Springfield (hereinafter "Land Bank") on August 8, 1985. At the time of the assignment, NSS, CNB and Land Bank entered into an Intercreditor Agreement.

74. NSS reserved certain rights through that Participation Agreement. In particular CNB had to obtain NSS consent "to modify any of the terms of the Financing Agreements relating to the Loan and the Collateral." Financing Agreements are defined in said Participation Agreement as "agreements providing for a loan of $2,100,000.00 (hereinafter referred to as the "Loan") to be made by Lender to Customer, which Loan will be specifically secured by a certain grain mill."

75. Therefore, through the Participation Mortgage") and a note from High Tech Feeds, Inc. to Dora Rytman (hereinafter referred to as the "High Tech/Rytman Note").

73. The High Tech/Rytman Note and the High Tech/Rytman Mortgage were assigned to Federal Land Agreement, NSS retained the right to control any

modification to the Financing Agreements.

76. Additionally, through the Intercreditor Agreement, NSS retained the right to participate in decisions relative to action taken in connection with the loan.

77. The Intercreditor Agreement specifically gave NSS the right to participate with the other two parties to the Intercreditor Agreement in decision on instituting "action taken in connection with the High Tech Connecticut National Note or the High Tech/Rytman Note or the mortgages granted in connection therewith."

78. The Intercreditor Agreement also provided:

2) Notwithstanding anything contained in the provisions of applicable law relative to the priority of mortgages and other filings, CONNECTICUT NATIONAL and LAND BANK agree to share their respective first mortgage interests in the Mortgaged Property, pari passu, based upon the respective balances due to each of them under the High

Tech/Connecticut National Note and the High Tech/Rytman Note. The net proceeds of any foreclosure of either of the mortgages shall be shared, pari passu, as set forth above. It is the intention of the parties that each receive the regular payments to which it is entitled under the respective notes and that no party shall receive more than its proportionate share of aggregate payments made by HIGH TECH on the High Tech/Rytman Note and the High Tech/Connecticut National Note.

CNB BENEFITS FROM THE SALE AND CONTINUES WITH ITS SECRET PLAN TO LIQUIDATE THE PLAINTIFFS

79. The forced sale of the grain mill was a tremendous benefit to CNB although it was a severe blow to the plaintiffs enterprise because it took away its grain supply for their chickens. CNB's position relative to the plaintiffs loan "improved substantially" according to its internal memos. "In addition to an approximate $562 [thousand] paydown on the Rytman grain revolver, [CNB] position relative to

all Rytman real estate improved by $2.9 [million]". Despite this fact, CNB decided upon "extracting all available cash for purposes of paying down the existing Rytman indebtedness" through its control of the plaintiffs' enterprise accounts and decided to continue to look for buyers to liquidate the rest of the plaintiffs' enterprise's assets, namely -- chicken farms and egg distribution business and real estate owned by the plaintiffs' enterprises. These facts were concealed from the plaintiffs which continued with their banking relationship with CNB believing that they would allow to continue to operate.

80. After the mill was sold, CNB told the plaintiffs, Julius Rytman and Dora Rytman to stop raising replacement chickens. CNB informed the plaintiffs if they did not follow CNB management decision to stop raising replacement chickens, CNB would foreclose. This was one major (and potentially fatal) management decision forced upon the plaintiffs. (This management decision would have

effectively destroyed the ability of the plaintiffs to continue their enterprise because there would be no young chickens to replace old chickens that had to be replaced. Without young chickens to replace the old chickens, the size of the egg producing flock would decrease and the plaintiffs would have no eggs to sell to their egg distribution company, Colchester Egg Farms, Inc.) The plaintiffs did raise replacement chickens despite CNB management order not to. In April of 1986, CNB found out and further imposed their will by ordering that the plaintiff sell all of their chickens (young and old) located on their farm known as the Cole Farm in West Hampton, Massachusetts or CNB would foreclose. In fact, CNB went as far as finding a buyer for the Cole Farm chickens at a ridiculously low price and told the plaintiffs to sell them for that, even though it was not in the plaintiffs' enterprise's best business interest.

81. CNB continued to take funds from the various plaintiffs' enterprise's accounts. It also required

that Colchester Egg Farms, Inc. over pay Julius Rytman and Dora Rytman for its eggs creating a huge overdraft problem for Colchester Egg Farms, Inc. CNB then took the extra money in the Julius Rytman and Dora Rytman account and applied to a loan due from the plaintiff, Rytman Grain, Inc.

82. The overpayment by CNB was so great that by April 1986 the overdraft was over $400,000. This forced overdrafts effectively kept Colchester Egg Farms, Inc. without cash and at CNB's mercy for all its operations. The plaintiffs could not make any major and most minor management decisions without CNB's consent. This control was far beyond any rights contained in the financial contracts between CNB and the plaintiffs and was maintained under a constant threat of foreclosure

SALE OF COLCHESTER EGG FARMS, INC. ASSETS TO COLCHESTER FOODS, INC. ON MAY 13, 1986 WHICH STRENGHTENED CNB'S INSIDER KOFKOFF

83. In early 1986, CNB further exercised its improper dominion and control over the plaintiffs by

telling the plaintiffs that they must sell their egg distribution business, thereby CNB made another major management decision for the plaintiffs. CNB told the plaintiffs that if they did not sell Colchester Egg Farms, Inc. assets CNB would foreclose. CNB then proceeded to make the management decision of who the plaintiffs sold Colchester Egg, Inc.'s assets to by refusing to allow the plaintiffs to sell those assets to any of the potential purchasers except to the Kofkoff defendants (their Advisory Board member, insider/preferred customer and borrower). Specifically CNB told the plaintiffs that it would not allow Colchester Egg, Inc.'s assets to be sold to another purchaser, Jack DeCosta, a very large egg producer in Maine (and major competitor of the Kofkoff defendants) and that Colchester Egg, Inc.'s assets had to be sold to the Kofkoff defendants. CNB made this management decision despite the fact that the DeCosta deal would have generated more money immediately to the plaintiffs.

84. Just prior to the sale of plaintiffs

Colchester Egg Farms, Inc. to Kofkoff's Colchester Foods, Inc. CNB charged against the revolving line of credit of Colchester Egg Farms, Inc. the $400,000. of overdrafts it had created. This was done without Colchester Egg Farms, Inc.'s consent. As noted in the general facts Colchester Egg Farms, Inc. had stockholders other than Julius Rytman and Dora Rytman namely, John Fedorwitz and Milton L. Jacobson Trustee for the Rytman children.

85. Because CNB imposed this management decision on the plaintiffs, the plaintiffs sold to Samuel Kofkoff, Robert Kofkoff and Joseph Fortin, through a new entity called Colchester Foods, Inc., and Pierce Hollow Farms, Inc., and Kofkoff-Fortin Management Associates.

86. On May 3, 1986, the plaintiff, Coclhester Egg Farms, Inc. sold most of its assets to the aforesaid Kofkoff defendants.

A description of some of the contractual arrangements entered into at that time are set forth in the next paragraphs.

EGG SUPPLY (OR PURCHASE) AGREEMENT

87. Colchester Foods, Inc. entered into an Egg Supply (or Purchase) Agreement with Julius Rytman and Dora Rytman.

(a) Rytman will house approximately one million (1,000,000) laying hens for 10 years.

(b) Rytman shall sell all eggs to Colchester Foods, Inc. for 10 years.

(c) Rytman shall be paid weekly for the sale of said eggs.

(d) Rytman shall be paid the price that Colchester Foods, Inc. receives for Rytmans' eggs from Colchester Foods, Inc. customers and Connecticut Valley Egg customers less Colchester Foods, Inc. costs for distribution and delivery plus one cent (.01) per dozen.

EGG COMMISSION CONTRACT ON CONNECTICUT VALLEY EGG CUSTOMERS

87. Assignment of Conn. Valley Egg Contract and an agreement that Colchester Foods pay commissions to

Colchester Egg on the sale of eggs to Conn. Valley Egg customers (hereinafter "Egg Commission Contract Conn. Valley"). Pursuant to the Egg Commission Contract Conn. Valley, Colchester Foods agreed to pay Colchester Egg one-half (1/2¢) cent for each dozen eggs Colchester Foods sells to Conn. Valley Egg customers.

EGG COMMISSION CONTRACT ON COLCHESTER EGG CUSTOMERS

88. Agreement by Colchester Foods to pay Colchester Egg a commission of one cent (.01) on each dozen of eggs sold by Colchester Foods to Colchester Egg customers for a period of 8 years from May 3, 1986 to May 3, 1994, hereinafter the "Egg Commission Contract Colchester Egg".

LEASE ON THE COLCHESTER EGG BUILDING BY DORA RYTMAN TO COLCHESTER FOODS

89. On May 3, 1986 Dora Rytman leased her land and building wherein Rytmans' Colchester Egg operated its egg distribution business to Colchester Foods. The lease provided for a five year term with rent at $84,000 per year ($7,000 per month) and an option to

purchase the building and 8.5 acres for one million dollars.

$500,000 LINE OF CREDIT

90. As part of the consideration that Rytmans' Colchester Egg was to receive from the Kofkoffs to sell certain assets of Colchester Egg to Kofkoff entities, Colchester Foods agreed to provide a line of credit to Julius Rytman and Dora Rytman of $500,000. Said line of credit was to be advanced monthly of up to $100,000 per month as requested by Julius Rytman and Dora Rytman.

91. Julius Rytman and Dora Rytman signed a promissory note for said $500,000 line of credit and gave mortgages and security interest in the following real estate of their enterprise:

(i) Colchester Egg distribution building and the chickens located therein;

(ii) Hilltop Farm and the chickens located therein;

(iii) Jalkenan Farm and the chickens located therein;

(iv) Schwartz Farm and the chickens located therein;

(v) Robella Farm and the chickens located therein.

92. The Kofkoff defendants were aware that the plaintiffs needed the income from the Egg Supply Agreement to pay their corporation Colchester Foods, Inc., CNB and to operate plaintiffs chicken farms (including feeding their chickens).

93. CNB wrongfully imposed management decision (which was imposed by CNB control over the enterpirses assets), on the sale of the assets of Colchester Egg Farms, Inc. to the defendant Kofkoffs' related entities not only resulted in a benefit to CNB because of payments to CNB on the plaintiffs debt but also strengthened CNB's Advisory Board member, insider and preferred borrower, the Kofkoffs defendants and enabled the Kofkoff defendants to acquire and control most of the plaintiffs' enterprises assets.

KOFKOFF'S COLCHESTER FOODS, INC. IMMEDIATELY STARTS

TO CHEAT THE RYTMANS AND FAILS TO ADVANCE IN ACCORDANCE WITH ITS LINE OF CREDIT.

94. Almost immediately after the sale, the plaintiffs questioned the accuracy of payments made to them by Colchester Foods on the contracts described above. The plaintiffs complained to their attorney, Milton L. Jacobson, that they were being cheated by Colchester Foods, Inc. and Julius Rytman and Dora Rytman asked Milton L. Jacobson to take action. Instead of taking action, Milton L. Jacobson told Julius Rytman and Dora Rytman that they had to keep quiet because Samuel Kofkoff was on the Board of CNB and that Samuel Kofkoff had buried them once with CNB (referring to the October 1984 incident and the events that followed described supra) and Samuel Kofkoff would bury the plaintiffs again.

95. Additionally, Colchester Foods, Inc. also refused to lend the plaintiffs the last $75,000.00 on the $500,000.00 line of credit. Julius Rytman and Dora Rytman complained to Milton L. Jacobson about Colchester Foods, Inc.'s refusal to honor its line of

credit agreement. Attorney Milton L. Jacobson did nothing about this complaint, telling Julius Rytman and Dora Rytman again to keep quiet because Samuel Kofkoff was on CNB's Board and that Samuel Kofkoff had buried them once with CNB and Samuel Kofkoff would bury the plaintiffs again.

96. On November 6, 1986, Blair Hagy, an employee of Colchester Foods, Inc. sent, via the mail, to the plaintiffs, a fraudulent accounting with respect to the monies paid pursuant to the Egg Supply Agreement. Said letter fraudulently represented that the plaintiffs Julius Rytman and Dora Rytman owed Colchester Foods monies under the agreement by listing false, fraudulently made up costs. Mr. Hagy's letter stated that Julius Rytman and Dora Rytman owed Colchester Foods, Inc. approximately $172,000. In fact, the Kofkoff defendants actually owed them money under the Egg Supply Agreement and the other contracts of over $600,000 for the period running form May 3, 1986 to February 20, 1987. No additional money was due Colchester Foods, Inc. at

the time the letter was sent. This fraudulent letter set the Kofkoff Defendants' scheme to acquire the enterprise assets in motion.

THE FRAUD PERPETRATED ON THE PLAINTIFFS BY CNB IN NOVEMBER, DECEMBER, 1986, JANAURY AND FEBRUARY 1987 RELATIVE TO PLAINTIFFS' ACQUISITION OF HIGH TECH FEEDS, INC. INVOLVING $600,000 OF CHARGES.

97. In 1986 High Tech Feeds, Inc., defaulted on its financial obligations and in particular the High Tech/CNB Note and the High Tech/Rytman Note.

98. On November 3, 1986 High Tech Feed, Inc. sought protection from the United States Bankruptcy Court under Chapter 11 of the Bankruptcy Code. Unknown to the plaintiffs at the time, High Tech Feed, Inc.'s checking account was overdrawn as of the date of its bankruptcy filing. On the next day, CNB took the overdraft that was unsecured and charged it to the High Tech Feed revolving line of credit. Prior to the charging of the overdraft to the High Tech Feed's revolving line of credit, the line of credit was at or under its limit of $775,000. After

CNB charged the overdrafts to the revolving line of credit, the amount due on the line of credit went above its limit of $775,000. (This line of credit was not fully secured-namely, the value of the collateral was not enough to cover it at the time.) As will be discussed later in this complaint, CNB fraudulently misappropriated from the closing wherein Julius Rytman and Dora Rytman acquired High Tech Feed, Inc. $93,721.50+ to cover the overdrafts improperly added above the $775,000 line of credit.

99. Right after High Tech Feed, Inc. went into Chapter 11, Julius Rytman and Dora Rytman sought to acquire High Tech Feed, Inc. Julius Rytman and Dora Rytman asked CNB what the debt of High Tech Feed, Inc. was with CNB. CNB represented that the debt was as follows:

(a) A mortgage to CNB on the High Tech Feed Mill of approximately $2,000,000. This was the High Tech Feed loan in which Norwich Savings Society participated;

(b) A revolving line of credit secured by High

Tech Feed, Inc. inventory and accounts receivables with a balance of $775,000;

(c) Truck and equipment loan with a balance of $360,000;

(d) Mortgage of approximately $1 million to Dora Rytman assigned to Federal Land Bank of Springfield.

100. Julius Rytman and Dora Rytman concluded that they wanted to buy High Tech Feed, Inc. because they would save approximately $20 per ton on grain for their proprietorship chickens for a total savings in 1,000 tons per week of $20,000. (Additionally, Julius Rytman and Dora Rytman planned to sell grain to outside customers for additional income).

101. Julius Rytman and Dora Rytman told CNB that they wanted to buy High Tech Feed, Inc.

102. CNB told Julius Rytman and Dora Rytman that they could buy High Tech Feed, Inc. only if Julius Rytman and Dora Rytman agreed (to which the Rytmans agreed for plaintiffs) to the following:

(a) Julius Rytman and Dora Rytman had to pay a

disputed $500,000 receivable that they did not owe to High Tech Feed, Inc. This $500,000 was paid by $100,000 in cash from Julius Rytman and Dora Rytman and $400,000 from monies borrowed from CNB.

(b) $100,000 in cash paid by Julius Rytman and Dora Rytman to CNB to be used to purchase the High Tech Feed, Inc. inventory. These funds were to be used to reduce the High Tech Feed, Inc. revolving line of credit which was secured by High Tech Feeds, Inc.'s inventory and receivables. CNB represented that the funds paid by subparagraph a) and b) were to be applied to reduce the High Tech Feeds, Inc. revolving line of credit. Based upon this representation of CNB that Julius Rytman and Dora Rytman paid the funds listed in subparagraph a) and b) and Julius Rtyman and Dora Rytman did the other items listed in this pargarph because they intended to use the inventory and

receivables to operate to enterprise.

(c) Julius Rytman and Dora Rytman had to give up their claim against High Tech Feed, Inc. over the disputed receivable.

(d) Julius Rytman and Dora Rytman had to ask a daughter to transfer property known as the Dydo Farm/Lisbon Estates to them and then Julius Rytman and Dora Rytman had to give CNB a mortgage in it to secure their guarantee of the High Tech Feeds loans and to give further security for the plaintiffs debt to CNB.

(e) Julius Rytman and Dora Rytman had to cross collateralize the High Tech Feed, Inc. debt to CNB by all of their properties previously mortgaged to CNB and to give a mortgage re their properties known as the Putnam Industrial land and the Putnam Residential land for the debt owed to CNB and the High Tech Feed, Inc. debt.

(f) By CNB's own records it obtained $2-3M of

equity in properties of Julius Rytman and Dora Rytman as a result of these mortgages, modifications, and cross collateralizations.

103. CNB fraudulently represented to Julius Rytman and Dora Rytman that if they agreed to CNB's demands, then CNB would do the following:

(a) CNB represented that they would refrain from taking money out of the checking accounts of the plaintiffs' enterprises while High Tech Feed, Inc. was in Chapter 11. This was crucial to the plaintiffs' enterprise because Julius Rytman and Dora Rytman were to use the funds not taken by CNB for cash flow to operate High Tech Feed, Inc. and the other businesses of the enterprise and Julius Rytman and Dora Rytman told CNB this.

(b) CNB represented that the balance due in the High Tech Feed, Inc. revolving loan was $775,000 and that CNB would apply the proceeds obtained at closing to this revolving line of credit - namely, proceeds

that were to be applied were $500,000 which CNB required Julius Rytman and Dora Rytman to pay to High Tech Feed, Inc. for the disputed receivable; the $100,000 paid by Julius Rytman and Dora Rytman for the High Tech Feed, Inc. inventory (once Bankruptcy Court approval was obtained).

(c) CNB agreed that High Tech Feed, Inc. could pay the loan on the vehicles loan at the rate of $5,000+ per month.

(d) CNB agreed that the Debtor In Possession collection account of High Tech Feed, Inc. which was approximately $200,000 would be applied to liquidate the balance due on the revolving line of credit which at that point would be approximately $175,000. The figure $175,000 was arrived as follows:

$775,000 amount of revolving line of credit

$500,000 paid by Rytman re disputed receivable

$100,000 paid by Rytman for inventory

$175,000 Balance due on the revolving line of credit

(e) CNB told Julius Rytman and Dora Rytman that Aaron Spandorf would pay his feed bill to High Tech Feed, Inc. of $115,000. These funds were available to High Tech Feed, Inc. as operating capital once the revolving line of credit was paid in full.

(f) CNB told Julius Rytman and Dora Rytman that there was an additional $180,000 of receivables that were due from third parties to High Tech Feed, Inc. that was available to High Tech Feed, Inc. as operating capital once the revolving line of credit was piad in full.

(g) Additionally, CNB represented that it would restructure all of the plaintiffs' obligations to CNB once High Tech Feed, Inc. came out of bankruptcy.

104. Julius Rytman and Dora Rytman relied upon the representations of CNB when they agreed to CNB's

conditions of the purchase of High Tech Feed, Inc.

105. The High Tech Feed, Inc. closing took place on December 8, 1986. Eleven days later, CNB recorded the transaction in its records.

106. That CNB fraudulently took from Julius Rytman and Dora Rytman funds and funds to be available to them:

(a) $93,721.50 to the High Tech Feed, Inc. revolving line of credit (above the $775,000 represented to the Rytmans on December 8, 1986).

(b) $20,630 of unpaid interest. (This had never been discussed.)

107. Contrary to CNB's representation to Julius Rytman and Dora Rytman CNB never stopped taking funds out of the plaintiffs' checking accounts. From December 8, 1986 through February 20, 1987 CNB took a total of approximately $69,000 in violation of their express representation to the plaintiffs that they would not take any funds until High Tech Feeds came out of bankruptcy.

108. After Julius Rytman and Dora Rytman purchased High Tech Feed, Inc., they discovered that CNB fraudulently charged their enterprises' proprietorship account for High Tech Feed, Inc's. inventory purchases and attorneys' fee in November 1986 totalling approximately $96,413.46. Julius Rytman and Dora Rytman did not find out about these charges until they received their bank statement after the High Tech Feed acquisition closing. These misappropriations wrongfully reduced the plaintiffs' cash available to operate in December 1986, January and February 1987.

109. After purchasing the High Tech Feeds, inc., Julius Rytman and Dora Rytman discovered that a $25,000.00 payment made in November, 1986 in a CNB debt owed by the plaintiffs was fraudulently obtained (CNB obtained the payment from the plaintiffs in the representation that it would be applied to a note owed by the plaintiffs) was applied to a High Tech Feeds, Inc. debt in November 1986. CNB fraudulently obtained a check for $25,000 from Julius Rytman. CNB

told Julius Rytman that the check was for the payment of a note owed by the plaintiffs to CNB.

110. After purchasing the High Tech Feeds, Inc. the plaintiffs discovered that in late November 1986 when it was apparent that Julius Rytman and Dora Rytman would be acquiring High Tech Feed, Inc., CNB without authority charged the plaintiffs' enterprises' account Rytman Grain, Inc. $161,000 for fraudulent overdraft charges from 1982 for all of the plaintiffs. These fraudulent charges reduced the plaintiffs' credit and increased its debt obligations.

111. Therefore in November 1986, due to the above transactions above, CNB wrongfully charged the accounts of the plaintiffs in the approximate amount of $282,000.

112. Finally, approximately one week prior to Kofkoff's Colchester Foods, Inc. taking the Rytmans' million plus chickens, (on February 20, 1987) CNB took the $100,000 that CNB represented to the Rytmans that would be applied to the High Tech Food, Inc. revolving line of credit and misappropriated it from

the payment on the High Tech Feed's revolving line of credit and applied it against the vehicle and equipment loan.

113. Therefore, from November, 1986 to February 20, 1987, CNB wrongfully and improperly charged the accounts of or took from the accounts of the plaintiffs enterprises approximately $565,764.96 and improperly required that Julius Rytman and Dora Rytman to pay $500,000. to High Tech Feed's as a receivable that they did not owe for a total of $1,065.764.96. There were additional charges (attorney's fees) that Julius Rytman and Dora Rytman were not told about prior to the closings..

114. Despite this fraudulent misappropriation of $100,000.00 the High Tech Feed, Inc. revolvor was paid in full by February 28, 1987. Despite this payment, CNB never released the collateral securing the same and has as late as 1990 filed renewal statements with the Secretary of State's office to preserve its fraudulent claim that it still has security in the inventory and receivable when the

underlying debt has been paid in full and CNB has wrongfully taken proceeds from High Tech Feeds, Inc's. receivables and inventory to reduce obligations to it when the funds should be available to the general creditors of High Tech Feeds, Inc.

115. The fraudulent conduct of CNB seriously weakened the plaintiffs financially.

NSS REFUSES TO CONSENT TO JULIUS RYTMAN AND DORA RYTMAN'S PURCHASE OF HIGH TECH FEEDS, INC.

116. NSS claimed that CNB violated the Participation Agreement by allowing for the sale of the High Tech Feeds stock to the Rytmans. NSS informed CNB of this fact by a letter dated December 15, 1986 from NSS's attorney, Mark Block, to CNB's attorney, Lee Spielman.

117. The Block December 15, 1986 Letter memorializes a meeting between NSS and CNB relative to the transfer of the shares on December 11, 1986. In the letter NSS indicates the following:

NSS requests:

1. An accounting of all payments made on the

High Tech/CNB loan (the participating loan), including the allocation of each payment.

2. "Norwich Savings considers the Rytman puchase [sic] of High Tech Feed shares to be an event which required the prior consent of Norwich Savings Society ...." NSS required complete documentation relating to the High Tech/CNB Loan including guarantees, notes, mortgages and a listing of all collateral supplied by Mr. Rytman to support any guaranty which Rytman gave to Connecticut National.

3. CNB represented to NSS that when Julius Rytman repays the Land Bank in full that the High Tech-Rytman Note which CNB held as collateral would be subordinate to the High Tech/CNB Participating Loan.

4. NSS requested that the first mortgage that secures the High Tech/Rytman Note be brought current within 30 days. In addition, NSS indicated

"In spite of Connecticut National Bank's

position that it has fully protected Norwich Savings Society by obtaining additional collateral to support the substitution of a new guarantor, Norwich Savings Society considers that when Connecticut National has collected over $500,000.00 in receivables [This reference is to the $500,000.00 disputed receivable that Julius Rytman and Dora Rytman had to pay as a condition of the purchase imposed by CNB, see section Rytman Acquisition of High Tech Feeds, Inc.] and controls the allocation of the payments made, Connecticut National has a responsibility to apply at least a portion of those funds to payment of the first mortgage. Norwich Savings Society is fully aware of the Chapter 11 related problems, but believes that Connecticut National Bank should take

whatever steps are necessary so that said payments can be made.

118. NSS's discontent is further evidenced by the fact tht they, in February or March of 1987, sought legal advice concerning CNB's allocation of High Tech Feed receivables.

119. The issue of NSS refusal to consent continues on in early 1987. In the February 5, 1987 CNB's letter via mail from Attorney Krasna to the Defendant Gordon, of Brown, Jacobson, Jewett and Laudone, P.C., Mr. Krasna asks if the defendant Gordon obtained the consent of NSS. These letters were not disclosed to the plaintiffs.

120. At the time the plaintiffs purchased the stock of High Tech Feeds, NSS was a participant in one of the High Tech Feeds' loan for one million dollars. According to the Participation Agreement, NSS was to consent to any modifications affecting collateral. CNB failed to notify NSS that the plaintiffs were

going to purchase the stock. Once NSS found out the plaintiffs were back in the mill, they voiced their dissatisfaction to CNB. NSS did not want the plaintiffs in the mill. Further, NSS was so upset that the plaintiffs were back in the mill, they sought legal advice from outside counsel as to their rights against CNB.

121. CNB and the plaintiffs enterprises had agreed that the sales from the Lisbon Estates properties, a part of the enterprises real estate business, would be used to pay the Rytman enterprises debt and obligations to CNB. Instead CNB entered into a concealed side deal with the NSS to pay money from those sales on an Aaron Spandorf debt owed to NSS. This was the plan CNB secretly had with NSS after NSS objected to Rytmans being back in the mill. CNB had to come up with some way to satisfy NSS, because NSS argued that CNB breached their participation agreement and had, in fact, sought outside legal counsel to review the matter. The

execution of this scheme or artifice was facilitated by the use of mail. In particular several letters were sent to Milton L. Jacobson from Connecticut National Bank and Norwich Savings Society through their attorneys, and to and from Attorney Glenn Gordon regarding these sales in November and December of 1986 outlining the sales and the division of the proceeds between the banks instead of against the plaintiffs' debt as agreed upon.

122. Further, CNB's representations were false as is evidenced by its immediate conduct of wrongfully appropriating from the plaintiffs' enterprise's accounts including High Tech Feeds, Inc. account. This wrongful act weakened the plaintiffs financially.

123. In December 1986, CNB was then fully secured for the obligations owed by Rytmans and High Tech Feeds, Inc. However, unbeknown to the Rytmans, the CNB plan of liquidation was not terminated at this time. There was more

pressure to end CNB's relationship from NSS which was dissatisfied with the plaintiffs owning the mill. CNB AND JULIUS RYTMAN AND DORA RYTMAN AGREED THAT FUNDS FROM THE DYDO FARM WOULD PAY CNB LOAN OF $400,000.00 MADE IN CONNECTION WITH THE PURCHASE OF HIGH TECH FEEDS, INC.

126. As indicated above on December 8, 1986, the Plaintiffs, Julius Rytman and Dora Rytman and the other plaintiffs guaranteed the High Tech/CNB Note and other indebtedness of High Tech Feeds entered into a Mortgage Modification Agreement with CNB providing additional collateral all of the High Tech Feeds debt to CNB. In fact Julius Rytman and Dora Rytman provided all existing real estate as collateral for the High Tech Feeds debt to CNB that had been mortgaged to CNB at that time and obtained title to additional collateral which Julius Rytman and Dora Rytman gave an additional collateral for the High Tech Feeds, Inc. debt and the outstanding debt that the Plaintiffs owed to CNB. This additional property consisted of the Putnam Industrial Land, the

Putnam Residential Land, and the Dydo Farm a/k/a Lisbon Estates (hereinafter "Dydo Farm").

127. NSS was the first mortgage holder on the Dydo Farm by virtue of a mortgage deed dated October 30, 1986. This mortgage secured a note to NSS in the amount of $175,000. The note and mortgage were given to NSS by the then owner of the Dydo Farm, Sharon Borenstein (Julius Rytman and Dora Rytman's daughter).

128. At the time of the purchase of the High Tech Feeds stock by Julius Rytman and Dora Rytman, CNB also loaned Julius Rytman and Dora Rytman $400,000 (hereinafter "Rytman/CNB $400,000 Note"). Said $400,000 was secured by the December 8, 1986 Mortgage Modification Agreement and was to be repaid in accordance with Schedule A:

Schedule A

$40,000 on or before 12/22/86

$60,000 on or before 2/2/87

All outstanding balanced on or before June 8, 1987.

129. It was also agreed at the time of the execution of the Rytman/CNB $400,000 Note that 25% of the sales proceeds from the sale of lots and property out of the Dydo Farm would be applied to the Rytman/CNB $400,000 Note until the NSS Note and Mortgage was paid in full, then the entire proceeds of sales of lots and property out of the Dydo Farm would go to CNB to pay the Rytman/CNB note.

NSS CHANGES THE PLAINTIFFS/CNB AGREEMENT RELATIVE TO THE ALLOCATION OF THE PROCEEDS FROM THE DYDO FARM

130. When NSS loaned money on the Dydo Farm, the NSS mortgage securing the loan specifically indicated that NSS would be paid as follows upon the sale of the lots.

> Should the Grantor sell the lots which make up the subdivided premises, the Grantee agrees, upon receipt of 75% of the sales price of the individual lots or Twelve Thousand Five Hundred ($12,500) Dollars, whichever is greater, ***

The Rytmans agreed with CNB that the remaining 25% would go to them to pay the Rytman/CNB $400,000

Note on December 8, 1986 as indicated above.

131. On or after the December 11, 1986 meeting between NSS and CNB (wherein these secret deals were agreed upon), CNB entered into a fraudulently concealed (to the Plaintiffs) side deal with NSS to pay money from the sales on an Aaron Spandorf personal debt due to NSS. The execution of this scheme or artifice was facilitated by the use of mail. In particular, several letters were sent to Milton L. Jacobson from Connecticut National Bank and Norwich Savings Society through their attorneys, and to and from Attorney Glenn Gordon regarding these sales in November and December of 1986 outlining the agreed upon division of proceeds between the banks. The defendants and co-conspirators, Jacobson, Gordon and Brown Jacobson (principal of Brown Jacobson was a director of NSS at the time and Brown Jacobson was also representing NSS and CNB in other legal matters at this time) never informed the Plaintiffs about this side deal

132. Therefore, NSS and CNB agreed between

themselves to apply funds that were to go to the $400,000.00 loan to a debt owed to NSS by a third party without Julius Rytman's and Dora Rytman's consent.

133. Additionally when the NSS Note and Mortgage on the Dydo Farm was paid in full, the Plaintiffs were not allowed to sell any further lots or real estate out of the Dydo Farm nor sell any other property except through the October - November 1987 Agreement, disclosed herein, making it impossible for Julius Rytman and Dora Rytman to payoff the $400,000.00 loan as agreed.

ORR TRANSACTION

134. In January, 1987 Julius Rytman arranged to borrow $108,000 from James and Anna Orr. The plaintiffs agreed to pledge as collateral certain chickens located on the plaintiffs farm known as the Cole Farm (hereinafter "Cole Farm Chickens"). It was understood that Cole Farm chickens would be moved to the Orr Farm where the Orrs would care for them under a contractual relationship with the plaintiffs (the

Orrs had for years raised and cared for chickens owned by the plaintiffs through a contractual arrangement with the plaintiffs, Julius and Dora Rytman). This $108,000 loan secured by these chickens is hereinafter referred to as the Orr Transaction.

135. James and Anna Orr were represented by the defendant, Milton L. Jacobson of Brown, Jacobson and the plaintiffs, Julius Rytman and Dora Rytman, were represented by Milton L. Jacobson of Brown, Jacobson in the Orr Transaction.

COLCHESTER FOODS FRAUDULENTLY OBTAINS AN ADDITIONAL $116,000 NOTE AND ADDITIONAL SECURITY

136. Despite the fact that Rytman had complained constantly and vehemently to Milton L. Jacobson that Colchester Foods was cheating them starting in May, 1986, in December of 1986, Brown, Jacobson, Jewett and Laudone, P.C., Milton L. Jacobson and/or Glenn M. Gordon, represented Colchester Foods, Samuel Kofkoff, Robert Kofkoff, Joseph H. Fortin and Kofkoff Egg Farm Limited

Partnership and in early February, 1987 said lawyers and law firm started representing the Kofkoff defendants in matters directly related to the plaintiffs to the Rytmans detriment.

137. By February 7, 1987 the Kofkoff defendants had retained the defendant, Glenn Gordon and Brown, Jacobson, Jewett and Laudone, P.C. (hereinafter "Brown, Jacobson) as their attorneys to represent the Kofkoff defendants interests relative to matters relating to the plaintiffs.

138. On February 7, 1987 the Kofkoff defendant, Colchester Foods, through their law firm Brown, Jacobson was able to convince the plaintiffs, Julius Rytman and Dora Rytman to sign a promissory note for $116,000 and give security for the Kofkoff defendants fraudulent over charges under the Egg Supply Agreement which was fraudulently asserted by Blair Hagy in his November 1986 letter. The defendant, Milton L. Jacobson, who was representing both the Kofkoff defendants and the plaintiffs told the plaintiffs, Julius Rytman and Dora Rytman, to sign

said note and to give security for said $116,000. The defendant Jacobson advised Julius Rytman and Dora Rytman to sign the note, security agreement and UCC-1 financing statement at that time and that Julius Rytman and Dora Rytman could adjust the actual amount due later when an accurate accounting was done. Milton L. Jacobson said this because, at the time Rytmans' signed this note, they complained strongly that these monies were not owed. The defendant Jacobson prepared the note, security and UCC-1 financing statement for the plaintiffs, Julius Rytman and Dora Rytman and the Kofkoff defendant, Colchester Foods. The financing provided for security in chickens located on the farm location known as Kickhill Farm.

139. The Kofkoff defendants later claimed that although the written documents indicated that Colchester Foods was to obtain a security interest in the Kickhill Farm chickens, there was an "oral" understanding at the time fo the execution of the February 7, 1987 note, security agreement and UCC-1

financing statement that the plaintiffs, Julius Rytman and Dora Rytman, would give Colchester Foods security in the Cole Farm chickens (which as previously described were pledged to the Orrs).

140. The Kofkoff defendants were furious because they thought they had received a security interest in all of Julius Rytman's and Dora Rytman's chickens on May 3, 1986 and were furious that Rytmans had pledged certain chickens to the Orrs. The Kofkoff defendants made this fact known to Brown, Jacobson, Jewett and Laudone who then sought to assist the Kofkoff defendants in the following events.

COLCHESTER FOODS'S FRAUDULENT TAKEOVER OF PLAINTIFFS' CHICKENS WITH THE ASSISTANCE OF MILTON L. JACOBSON, GLENN GORDON AND BROWN, JACOBSON, JEWETT AND LAUDONE, P.C.

141. Colchester Foods, Inc. failed to pay Rytmans the full payment owed pursuant to the Egg Purchase Agreement and in February of 1987, Colchester Foods, Inc., Samuel Kofkoff, Robert Kofkoff, Joseph H. Fortin, and Kofkoff Egg Farm

Limited Partnership and/or Fitchville Realty, Inc., stopped paying Julius Rytman and/or Dora Rytman under the Egg Purchase Agreement even though the plaintiffs were living up to their side of the Agreements by supplying all of their eggs.

142. As a result of Samuel Kofkoff, Robert Kofkoff and/or Joseph H. Fortin's, and/or their corporations, failure to pay in accordance with their financial obligations as set forth in the Egg Supply Agreement, Egg Commission Contracts and the line of credits, the plaintiffs were weakened financially. This failure to pay the Rytmans and CNB's wrongful appropriation of funds from the plaintiffs account caused a severe blow to the Rytman businesses.

143. The most severe part of the blow to the plaintiffs was the Kofkoff defendants' Colchester Foods, Inc. wrongful failure to pay the weekly payment under the Egg Supply Agreement starting February 16, 1987. Colchester Foods, Inc. without warning and without a good faith or valid reason just stopped paying under the Egg Supply Agreement and

demanded that it be paid in full on its line of credit.

144. During approximately the week prior to February 20, 1987 while Samuel Kofkoff, Robert Kofkoff, Joseph Fortin, Colchester Foods, Inc. and Blair Hagy were executing the scheme to acquire approximately one million chickens that belonged to the Rytman enterprise, to acquire the profits that were generated by those chickens, to acquire and/or maintain control of the various farms where the Rytman enterprise chickens were located and to Samuel Kofkoff, Robert Kofkoff, Joseph Fortin, Blair Hagy, Colchester Foods, Inc., Pierce Hollow Farms, Inc. and their related business entities knew Julius Rytman and Dora Rytman could not keep operating without the Rytman enterprise's chickens. Robert Kofkoff called Samuel Kofkoff from Connecticut to Florida to discuss the developments regarding the scheme and how to carry it out during this week in violation of 18 U.S.C. 1343.

EXTORTION AND FRAUD USED BY THE KOFKOFF DEFENDANTS

AND BY DEFENDANTS MILTON L. JACOBSON, GLENN GORDON AND BROWN, JACOBSON, JEWETT AND LAUDONE, P.C. TO FORCE THE RYTMANS TO TRANSFER THEIR ONE MILLION CHICKENS ON FEBRUARY 20, 1987

145. On February 20, 1987 the Kofkoff defendants through Colchester Foods and the defendants Milton L. Jacobson, Glenn Gordon and Brown, Jacobson, Jewett and Laudone, P.C. forced Julius Rytman and Dora Rytman to transfer their one million plus chickens to Colchester Foods, Inc. Julius Rytman and Dora Rytman were forced to make this transfer because Colchester Foods, Inc. had wrongfully stopped paying them under the Egg Supply Agreement, which Julius Rytman and Dora Rytman's only source of income and the only egg distributor and buyer that Julius Rytman and Dora Rytman could sell their 300,000+ dozen eggs for that week and succeeding weeks on February 16, 1987. The Kofkoff defendants Samuel Kofkoff, Robert Kofkoff and Joseph Fortin and their attorneys Milton L. Jacobson, Glenn Gordon, Brown Jacobson, Jewett and Laudone, P.C. (who were also representing the Rytmans) on

February 20, 1987 told Julius Rytman and Dora Rytman that Colchester Foods, Inc. would not pay to the Rytmans any more money under the Egg Supply Agreement. Attorney Jacobson and Joseph Fortin told the Rytmans, on behalf of the Kofkoff defendants that Samuel Kofkoff had a court order to take over the chickens (this statement was untrue) and the Kofkoffs are not going to pay to the Rytmans any more money under the Egg Supply Agreement. Attorney Jacobson told the Rytmans in front of the Kofkoff defendants that the Rytmans have to face the reality that if the Kofkoff defendants did not pay the Rytmans any more money under the Egg Supply Agreement then the Rytmans might as well get used to the fact that they would be broke. Attorney Jacobson on behalf of the Kofkoff defendants told the Rytmans that the Kofkoff defendants would take the money due to the Rytmans under the Egg Supply Agreement and use it to pay off the $425,000 then fraudulently claimed due on the $500,000 line of credit. The defendant Joseph Fortin also told the Rytmans that the Kofkoff defendants had

a court order to seize their chickens.

146. The defendant Attorney Jacobson and the Kofkoff defendant Joseph Fortin also told the Rytmans that without the payment to the Rytmans for eggs under the Egg Supply Agreement that the Rytmans would be unable to feed their chickens and the chickens would die.

147. Based upon the fraudulent statements that the Kofkoff defendants had a court order to seize the Rytman chickens; the extortionate act by the Kofkoff defendants of unilaterally refusing to pay under the Egg Supply Agreement; the extortionate act by the Kofkoff defendants of stating that they would not make any future payments to the Rytmans under the Egg Supply Agreement and based upon the fraudulent representation of Attorney Milton L. Jacobson of Brown, Jacobson, Jewett and Laudone, P.C. advising the Rytmans that they had no choice but to transfer their one million chickens to the Kofkoffs, the Rytmans had no choice but to agree to the transfer which they did. The Kofkoffs defendants and Milton L.

Jacobson also obtained the Rytman's signatures on a document allowing them to occupy the various farms rent free. The Rytmans were not aware of this at the time.

148. On February 20, 1987 the Rytman chickens were worth in excess of $1,300,000 and the debt due to the Kofkoff defendants by their record approximately $395,000.

149. When the Rytmans transferred their chickens, the grain inventory on the various farms, the supplies and parts on various farms under the threat that their chickens would die in they thought they would receive:

(a) A satisfaction of their debts to the Kofkoff defendants and a release of the Kofkoff mortgages on the Rytman farms that secured the line of credit.

(b) Payment out of money due to the Rytmans under the Egg Supply Agreement of the payroll for Julius Rytman's and Dora Rytman's employees for the week ending

February 20, 1987 and the week ending February 13, 1987 in the approximate amount of $51,000.

(c) An agreement to purchase the Rytman home farm and two houses in Franklin and the right for the Rytmans to purchase said properties back for the same price that the Kofkoff defendants paid for them.

(d) The transfer would be held in escrow until (a), (b) and (c) were satisfied.

150. The Kofkoff defendants left the meeting and conferred with their attorney (and Rytmans' attorneys) Milton L. Jacobson and Glenn Gordon of Brown, Jacobson, Jewett and Laudone. The Kofkoff defendants returned to the meeting and the Kofkoff defendants themselves and through their attorney Milton L. Jacobson, agreed to these four items.

151. Glenn Gordon prepared the bills of sale for the transfer of Julius Rytman and Dora Rytman chickens and other personalty and a letter agreement dated February 20, 1987 which was never completely filled in concerning the sale of the Rytmans' home

farm and 2 houses in Franklin.

152. Julius Rytman and Dora Rytman signed the bills of sale for their million plus chickens and gave them to Milton L. Jacobson and Glenn Gordon to hold in escrow until all of the other conditions were met. 153. Glenn Gordon and his clients Samuel Kofkoff, Robert Kofkoff, Joseph Fortin and their employee Blair Hagey left the meeting to go and prepare and execute the releases of mortgages on the Rytman properties.

155. The defendant Glenn Gordon, who was also the Rytmans' attorney, represented that he would prepare the releases to the Colchester Foods mortgage and have them executed by the Kofkoff defendant, Colchester Foods, Inc.

156. In fact, the defendant Glenn Gordon did not prepare releases and the Kofkoff defendants did not execute and refused to execute releases as they represented that they would.

157. Attorney Glenn Gordon did hold the bills of sale in escrow for awhile but then Kofkoff's Colchester Foods, Inc. took the chickens even though

only one of the conditions were not met namely, the payroll.

158. The Rytmans were under tremendous pressure during these events. As their businesses were being destroyed by Colchester Foods the Rytman's own attorney was orchestrating the events. Not only had Milton L. Jacobson been their attorney for 30+ years but he had been considered a friend. The Rytmans were overwhelmed by the events occurring in February of 1987. The Rytmans transfered their assets under economic duress and emotional duress caused by Colchester Foods, Inc., Samuel Kofkoff, Robert Kofkoff and Joseph Fortin's failure to pay pursuant to the agreements and such economic duress resulted in loss, damage and detriment to the Rytmans and/or the Rytmans had no adequate remedy of law. Further, the transfer occurred because Milton L. Jacobson, the Rytman's trusted friend and Attorney offered the Rytmans no other alternative and was aiding and abetting the Kofkoff defendants in their "forced" taking of the chickens and possession of the farms.

159. Colchester Foods, Inc., was paid in full for

the note that was secured by $500,000.00 mortgage in on or about February 20, 1987 as indicated above. Despite the fact that Colchester Foods, Inc., has been paid in full on the $500,000.00 note, Colchester Foods, Inc. still refuses to release the same; has continued to falsely claim that there is still substantial money under it.

160. Colchester Foods, has not provided releases for the satisfaction of said debt which has resulted in loss, damage and detriment to the Rytmans as described above.

161. The Kofkoff/Colchester Foods extorted one million chickens from Julius Rytman and Dora Rytman by use of a wrongful means to achieve a wrongful objective and were aided by Milton L. Jacobson, Brown, Jacobson, Jewett & Laudone and Glenn Gordon..

162. Brown, Jacobson, Jewett and Laudone, P.C., Milton L. Jacobson and/or Glenn M. Gordon, failed to obtain the releases from Colchester Foods, and, in fact, assisted Colchester Foods, in taking Rytmans' assets causing loss, damage and detriment to the

Rytmans. Milton L. Jacobson, Glenn Gordon and Brown, Jacobson, Jewett & Laudone were instrumental in bringing the Rytmans to their knees in February of 1987 for the benefit of their other client, Samuel Kofkoff, Robert Kofkoff, Joseph Fortin, Blair Hagy, Colchester Foods, Inc., Fitchville Realty, Inc., Kofkoff Egg Farm Limited Partnership.

KOFKOFF'S FRAUD UPON A FRAUD:

THE KOFKOFFS' OWN RECORDS SHOW THAT THE RYTMAN DEBT IS PAID UNDER ALL VERSIONS OF THE KOFKOFF DEFENDANTS' STORY

163. Joseph Fortin, Samuel Kofkoff, Robert Kofkoff, Blair Hagey, Colchester Foods, Inc. and the defendant Glenn Gordon now fraudulently claims Colchester Foods, Inc. was to to give a release on February 2, 1987 when the chickens were taken and that Colchester Foods was to value the chickens taken on February 20, 1987 and credit that value to the amount of the debt due to Colchester Foods by the Rytmans (a debt which as indicated was fraudulently calculated by Colchester Foods, Inc., Blair Hagey,

Samuel Kofkoff, Robert Kofkoff and Joseph Fortin).

164. Colchester Foods had fraudulently added to the already fraudulently claimed debt of $394,905.30 an additional $230,441.92 for a total debt of $625,343.86.

165. To this fraudulently calculated debt, Colchester Foods Inc. deducted what the Kofkoff defendants (in particular Samuel Kofkoff and Joseph Fortin) valued the one million plus chickens (not including supplies and new parts taken) taken on February 20, 1987 of $350,000.

166. Despite the fact that the Kofkoff defendants gave Julius Rytman and Dora Rytman a credit for only $350,000 for the million plus chickens and supplies, the Kofkoff defendants Colchester Foods and Pierce Hollow Farms, Inc. actually valued and received for chickens sold the Rytman chickens alone (without the supplies and new parts) at $860,000+ for all chickens.

167. Colchester Foods, Inc. recorded on its books that the debt from the Rytmans was $540,924.46

and that debt paid or was charged off in February 1987. (This follows the oral agreement made to Julius Rytman and Dora Rytman on February 20, 1987 that the debt to Colchester Farms, Inc. was satisfied by the transfer of the million plus chickens. This debt was paid by Colchester Foods, Inc. valuing the chickens at $440,924.46 and $100,000 being charged off.)

168. After having written it off as paid, a portion of the debt, namely $190,000 was put back on the corporate books of Colchester Foods, Inc. in May 1987 and that other fraudulent charges have been added to it.

The Kofoff defendants have used this mortgage tocontrol the plaintffs enterprise in 1987 and to retain standing in all foreclosures brought since then relative to the plaintiff's enterprises' properties.

169. The Kofkoff defendants have used this mortgage to control the plaintiffs enterprise in 1987 and to retain standing in all foreclosure actions

brought since then relative to the plaintiff's enterprises' properties.

BROWN JACOBSON CONTINUES TO REPRESENT THE PLAINTIFFS AND THE KOFOFF DEFENDANTS

170. Further, Milton L. Jacobson, Glenn M. Gordon and Brown, Jacobson, Jewett and Laudone, P.C. continued to represent Julius Rytman and Dora Rytman and Colchester Foods, Inc. despite the fact that it knew the debt was paid in full and despite the fact that it knew Colchester Foods, Inc. was falsely representing it was not paid in full. Milton L. Jacobson, Glenn M. Gordon and Brown, Jacobson, Jewett & Laudone, P.C., knew that Colchester Foods, Inc., was paid in full, but falsely represented that Colchester Foods, Inc., was not paid in full to the Rytmans' detriment and damage.

171. The mortgages securing the alleged debt owed to Colchester Foods are invalid and void in that the underlying debt has been satisfied.

172. Colchester Foods, Inc. claim to said mortgage is made maliciously to hinder and/or harass

the plaintiff, and/or to embarass them and/or cloud their title to said property and has caused Rytmans loss, damage and detriment.

173. Colchester Foods, Inc., in failing to release said mortgage and/or claiming, in court proceedings and otherwise, that the mortgage and debt are still valid, are acting maliciously and in order to vex and harass Rytmans and knew that the mortgage is of no legal effect and that by failing to release said mortgage, there is a cloud on Rytmans' title and a slander on Rytmans title and knew that the failure to release saidmortgage would decrease the value of the real estate and/or render it unmarketable causing loss, damage and detriment to the Rytmans.

174. By the malicious and wrongful acts of the Kofkoffs Colchester Foods, Inc., the Rytmans have suffered and continue to suffer damages.

175. The conduct of Kofkoff's Colchester Foods, Inc., was fraudulent and/or oppressive and/or malicious.

176. The Rytmans were not aware that they had

provided Colchester Foods, Inc., with free occupancy of the chicken farms in that they, given the severe pressure they were under never read the documents they signed. Apparently, Attorney Milton L. Jacobson did not advise CNB that free occupancy was given to Colchester Foods, because CNB, through its Attorney William Barnett, on March 17, 1987, sent by mail, a letter to Milton L. Jacobson telling him that as attorney for Kofkoff, Milton L. Jacobson should tell Kofkoff that CNB expected to receive use and occupancy payments for Kofkoff's chickens occupying the Rytman farms.

177. Although Rytmans clearly had causes of actions against Colchester Foods, Samuel Kofkoff, Robert Kofkoff and Joseph H. Fortin, Brown, Jacobson, Jewett and Laudone, P.C., failed to pursue the claim, and, in fact, told Rytmans not to pursue their claim causing loss, damage and detriment to the Rytmans.

178. At the time the chickens and personalty were transfered, Robert Kofkoff and Joseph Fortin signed a letter which promised that Robert Kofkoff

and Joseph Fortin would purchase the Rytman's home and the Rytmans could live there. The purchase price and the time Rytman could live there were left blank. The threat of losing their home would be the club used continuously by all defendants to force the Rytmans into the transactions that lay ahead.

CONSPIRATORIAL MEETING OF DEFENDANTS TO FORMULATE FRAUDULENT PLAN OF LIQUIDATION

179. On February 24, 1987, Milton L. Jacobson and Glenn Gordon held a meeting with CNB, its Attorneys and NSS and its Attorneys. At this meeting, the same attorney who orchestrated the transfer of Rytmans' assets to Colchester Foods, told the banks that Rytman was out of business. From that meeting on, the focus was on getting Colchester Foods and the Kofkoffs to purchase Rytmans' property. This meeting also resulted in NSS's demand to be a participant in all discussions and demand that, prior to any sales of Rytman properties, NSS give its consent. This demand was made and assented to by CNB even though NSS had no legal claim against Rytmans' assets. NNS's

demand to be involved in the liquidation of the Rytman's was formulated in a letter by NSS's attorney, Mark Block, sent via the mail, the CNB's Attorney, Lee Spielmand on February 25, 1987. CNB responded by letter, sent through the mail, from attorney Spielman to Mark Block, that it would review information with NSS but woudl make its own determination as to the value of Rytman properites other than the mill. It was clear that the tnesion between the banks was running high and although Milton L. Jacobson, Glenn Gordon and Brown, Jacobson, Jewett & Laudone knew it, the Rytmans did not.

180. Milton L. Jacobson and Glenn Gordon were fully aware of the dispute between NSS and CNB but never told the Rytmans. Milton L. Jacobson and Glenn Gordon now became the point men for satisfying CNB, NSS, Colchester Foods and the Kofkoffs. They then became the center of the scheme to take the Rytmans' assets and transfer them to Colchester Foods and the Kofkoffs.

181. As a result of turning over the chickens

and personalty, and occupancy of their farms, the actions of CNB and the fraud of Colchester Foods, Julius Rytman's and Dora Rytman's businesses, including the proprietorship, Colchester Egg Farms, Inc. and High Tech Feed, failed and the Rytmans suffered loss, damage and detriment.

FAILURE TO GIVE RELEASES CREATED LIQUIDATION

182. The failure of Colchester Foods, Inc. to release its mortgages affected the ability of Julius Rytman and Dora Rytman to sell their properties from February 20, 1987 forward, thereby hindering their efforts to prevent the foreclosure action that was brought by CNB causing loss, damage and detriment to the Rytmans. Milton L. Jacobson, Glenn Gordon and Brown, Jacobson, Jewett & Laudone furthered the cause of Colchester Foods and Samuel Kofkoff by not demanding the releases and by not seeking and advising the Rytmans to seek new counsel in that the attorneys had a clear duty to do so. In fact, the Rytmans were advised by Milton L. Jacobson not to bring suit against the Kofkoff defendants.

183. The failure of Brown, Jacobson, Jewett and Laudone, P.C., Milton L. Jacobson and Glenn M. Gordon to obtain releases of mortgages from Colchester Foods, Inc. affected the ability of Julius Rytman and Dora Rytman to sell their properties from February 20, 1987 forward thereby hindering their efforts to prevent and/or preventing the foreclosure action that was brought by CNB and this pending action causing loss, damage and detriment to the Rytmans.

MEETING OF DEFENDANTS, FORMULATION OF PLAN

184. After the Plaintiffs had their one million chickens wrongfully taken from them on Friday, February 20, 1987, a meeting was scheduled for the beginning of the following week in Hartford. This meeting was attended by CNB, NSS and the Defendant Jacobson.

185. At the February 24, 1987 meeting, the Defendant Jacobson presented the proposal for the Kofkoff Defendants, Robert Kofkoff and Joseph Fortin, to purchase the afore-mentioned properties. CNB through their attorney, William Barnett, indicated

that the proposal was agreeable with CNB. The NSS, through its Vice President Mary J. Woldecki, refused to agree with the proposal and told the defendant Jacobson that the Plaintiffs, Julius Rytman and Dora Rytman, could not sell their home farm and then buy it back for any amount of money.

186. On February 25, 1987, the NSS through one of its attorneys, Mark Block, sent a letter via mail to Attorney Lee Spielman, an attorney for CNB This letter describes the following:

(a) A meeting with the Defendant Jacobson at Lee Spielman's office wherein Attorney Spielman was present.

(b) The letter clearly indicates that the Defendant Jacobson made sales proposal at the February 24, 1987 meeting. Attorney Block through this letter communicated to the Defendants' CNB's counsel the NSS position and the agreement that NSS and CNB reached. This posiiton is in part:

(i) NSS questions the collectibility of the High Tech mortgage and the direct debt to CNB.

(ii) "The Norwich Savings Society expects that there will be no decisions made concerning disposition of the collateral securing the High Tech mortgage or the Rytman individual guarantees without the Norwich Savings Society consent." (Emphasis added)

(iii) That Mary Jo Wlodecki, (Vice President, NSS) Daniel Dennis (President, NSS); Arthur Beeman (Vice President, CNB); Jeffrey White (Vice President, CNB) reached an agreement in February 25, 19987. This agreement between these individuals

for the Defendant Banks was:

> Only the Scotland Property known as the golden Goose Farm was approved for immediate sale.
>
> No further sales would occur without NSS prior approval.

187. This is clear evidence of NSS using its claim of a breach of agreement by CNB to grant it rights to prevent the sales of Plaintiffs property

not secured by the participation loan.

188. Unbeknownst to the Plaintiffs' at the time, the NSS and CNB began to formulate a scheme to segregate those of the Plaintiffs' enterprises' assets, the Preston Home Farm (without the Rytman home and limited acreage) and two chicken farms, for sale.

189. The secret agreement that NSS and CNB reached to allow the Plaintiffs to sell only the Golden Egg Goose Farm in Scotland was implemented in part through the use of the mails. On February 25, 1987, the Defendant Gordon sent a letter to Jeffrey White, Vice President of CNB, containing a necessary document for the sale of said farm. The letter sets forth the anticipated consideration for the Golden Egg Goose Farm at $175,000. The letter asks that CNB return the partial release so that the sale of the Golden Egg Goose Farm could be sold.

190. On February 26, 1987 in furtherance of the scheme to defraud the plaintiffs (and CNB agreement

that go along with NSS limited consent) Jeffrey White, CNB Assistant Vice President, sent a letter via the mail to CNB attorney, Rafael Santiago. Attached to that letter was a copy of the February 25, 1987 Gordon Letter with the partial release. Mr. White asked Attorney Santigo to "review the propriety of the release and to advise him according".

191. On February 26, 1987, Attorney Lee Spielman, sent a letter via the mail to Attorney Block acknowledging receipt of the February 25, 1987 Block letter. Attorney Spielman indicated that he would talk to his client CNB about the February 25, 1987 Block letter and will communicate with Attorney Block in the near future. A copy of this letter was sent via mail to CNB.

192. Immediately after the February 24, 1987 meeting, on February 27, 1987, Attorney Block requested Richard Barry, an MIA Appraiser to appraise certain of the Plaintiffs' properties.

193. Incident to this scheme, the NSS by its attorney, Mark Block, sent via mail a letter to

Richard Barry dated March 2, 1987 confirm Attorney Block's conversation with Mr. Barry. Copies of the March 2, 1987 Block letter was sent via mail directly to CNB attorney, Lee Spielman, and to NSS Vice President, Mary Jo Wlodecki. This Block letter clearly indicates that the NSS and CNB were interested in appraisals of the following pieces of properties:

(1) the chicken farm know as the Schwartz Farm;

(2) the residence of Julius Rytman and Dora Rytman of forty years.

(3) the chicken farm know as Hilltop Farm.

194. This letter also clearly indicates that NSS and CNB were interested in the sale of (1) and (3) as raw land and as building lots (not as chicken farms). The Preston Home Farm was to be divided as follows in the appraisal:

The residence property should be appraised as existing, and with the house and house lot out, and the balance of the property which we believe to be in excess of 100 acres subdivided, using the existing road frontage.

Exhibit 12. This conduct clearly indicates evidence NSS and CNB planned to sell Rytmans' Preston Farm (residential property) separately from their house and house lot as early March 2, 1987. This fact was fraudulently concealed from the Plaintiffs. Such a sale would have been fraudulent in that plaintiffs did not know that CNB and NSS were agreeing to this to settle their dispute.

195. This letter also indicates that CNB through its Assistant Vice Presient, Jeffrey White, will be using the mails to send copies of the properties descriptions of these properties to implement their scheme.

196. On March 3, 1987 CNB Assistant Vice President, Jeffrey White, mailed the executed Partial Release of Mortgage that had been sent to him via mail to the Defendant Gordon. This use of the mails was incident to NSS and CNB scheme to allow for the sale of only the Golden Egg Goose Farm. This letter was sent on the same day CNB Attorney Rafael A. Santiago had a letter hand-delivered to Jeffrey White concerning this release. (A copy of the March 5, 1987 Santiago letter is attached hereto and made part hereof as Exhibit 15.) This Santiago letter was in response to Jeffrey White's February 26, 1987 White letter to Santiago which was sent to Santiago for legal advise on the release so that the Golden Egg Goose Farm could be sold in accordance with the secret scheme devised by NSS and CNB.

KOFKOFF DEFENDANT'S JOSEPH FORTIN'S EXTORTIONATE THREAT TO CREATE ENVIRONMENTAL PROBLEMS AT THE FARMS THE KOFKOFFS WERE OCCUPYING WITH THE PLAINTIFFS' TRANSFERRED CHICKENS AFTER FEBRUARY 20, 1987

RYTMANS' ENTERPRISES' ENVIRONMENTAL PROBLEMS AND KOFKOFF THREAT AND CRIMINAL CONDUCT RELATIVE TO THE CREATION OF ENVIRONMENTAL CONDITIONS ON THE HILLTOP FARM AND THE SCHWARTZ FARM LEADING TO AN ARREST WARRANT FOR JULIUS RYTMAN

197. For many years the plaintiffs Julius Rytman and Dora Rytman had been involved in enforcement proceedings with the Connecticut State Department of Environmental Protection and the Connecticut Department of Agriculture relative to manure storage and water discharge from various Rytman chicken farms.

198. Samuel Kofkoff, Robert Kofkoff, Joseph Fortin and Blair Hagy were aware of these enforcement proceedings as was Rytmans' Milton L. Jacobson, Glenn Gordon and Brown, Jacobson, Jewett and Laudone, P.C. who represented the Rytmans with these enforcement

proceedings.

199. On or about February 20, 1987 Julius Rytman and Dora Rytman were in general compliance with the enforcement orders of the Department of Agriculture and the Department of Environmental Protection through various manure management efforts including the assistance of Harry Sachonchik of Franklin, Connecticut, who was hired by Julius Rytman and Dora Rytman to control the Hilltop Farm.

200. On February 25, 1987 Joseph Fortin called Julius Rytman and told him that the Kofkoffs wanted to purchase CNB's position; that is, their mortgages and security interests in the plaintiffs' properties. Julius Rytman responded that he could go ahead and buy it. Joseph Fortin told Julius Rytman that the Kofkoffs needed Julius Rytman's cooperation once they bought CNB's position and ultimately end up with all of the plaintiffs' enterprises' assets. Joseph Fortin told Julius Rytman that if Julius Rytman cooperated with the Kofkoffs once they bought CNB's position that the Kofkoffs would give to Julius

Rytman his home farm in Preston free and clear. Julius Rytman told Joseph Fortin: "Go to Hell. You must be sick." Joseph Fortin responded by threatening Julius Rytman in substance as follows: "You think that you have had environmental problems before on your farm, wait until you see what you have now."

201. Julius Rytman right after that contacted his attorney Milton L. Jacobson and told him about Joseph Fortin's threat.

202. On or about that time Samuel Kofkoff and/or Robert Kofkoff ordered Harry Sachouchik off the Hilltop Farm and stopped managing the manure situation that was then being created by the chickens that Colchester Foods, Inc. had taken from Julius Rytman and Dora Rytman on February 20, 1987.

203. About a week after February 20, 1987 and after Joseph Fortin's phone call to Julius Rytman threatening him with major environmental problems on the farm, Julius Rytman ordered that the Rytman employees that now became Kofkoff's Colchester Foods,

Inc./ Pierce Hollow employees that were maintaining manure management on the Schwartz Farm, be laid off or removed from the tasks of managing said manure. The Schwartz Farm consisted of "shallow pit" coops which had to be cleaned at least once per week. The Kofkoff defendants through Joseph Fortin stopped this cleaning. The manure built up to a point where it went into the bottom of the cases that housed the chickens. Additionally, dead chickens were moved from other farms and taken to the Schwartz Farm by Colchester Foods, Inc./Pierce Hollow. hese additional dead checkens intensified the problems that existed on the Schwartz Farm. Dead chickens were being thrown on the ground. Flies proliferated. Rodents were everywhere. These conditions resulted in newspaper articles and T.V. coverage of the condition. Joseph Fortin stopped the other management proceedings including spreading fly grit and rodent poison.

204. Julius Rytman told Milton Jacobson that the Kofkoffs were throwing around dead chickens and creating an environmental problem and asked Milton

Jacobson to take legal action against the Kofkoffs. Milton Jacobson never responded.

205. Immediately after the time these events occurred, Attorney Milton L. Jacobson was told that Julius Rytman had held a gun to the head of Robert Kofkoff due to the tremendous stress the fraud and extortion of Colchester Foods had caused him and had demanded that the Kofkoff defendants return the chickens. Although it was clear to Milton L. Jacobson that the Rytmans were distraught over these events, because of the same incident and many other incidents throughout 1987, Milton L. Jacobson continued to represent both sides and continued to work for the Kofkoffs' main objective which was to acquire the rest of the enterprises assets.

206. Colchester Foods, Pierce Hollow Farms, Inc., Joseph H. Fortin and Robert Kofkoff, either individually or as agents or employees of Colchester Foods, when they removed the chickens from the Schwartz farm, they left behind dead chickens, live chickens, grain spilled out on the ground, a truck

with chicken manure and they removed covers from pits that held dead chickens causing loss, damage and detriment to the Rytmans.

207. Colchester Foods, Inc., Pierce Hollow Farms, Inc., Samuel Kofkoff, Robert Kofkoff, Joseph H. Fortin and Kofkoff Egg Farm Limited Partnership carried out the extortionate threat made by Joseph Fortin by deliberately failing to maintain some of the Rytman chicken farms in an effort to create problems with governmental agencies to bring into question the value and/or marketability of Julius Rytman's and Dora Rytman's farms in general and the Schwartz Farm and/or Hilltop Farm in particular and/or to coerce the Rytmans into transferring their properties for less than fair values causingloss, damage and detriment to the Rytmans. This conduct on the part of Colchester Foods, Inc., Pierce Hollow Farms, Inc., Samuel Kofkoff, Robert Kofkoff, Joseph Fortin and Kofkoff Egg Farm Limited resulted in the Connecticut State's Attorney Office obtaining an arrest warrant for Julius Rytman for violations of

the Intense Poultry Act.

208. The Rytmans' attorneys, Brown, Jacobson, Jewett and Laudone, P.C., Milton L. Jacobson and/or Glenn M. Gordon, did nothing to prevent Colchester Foods, Inc., Pierce Hollow Farms, Inc., Samuel Kofkoff, Robert Kofkoff, Joseph H. Fortin, and/or Kofkoff Egg Farm Limited Partnership from creating (and/or alleviating) this problem. In fact, said attorneys advised Julius Rytman and Dora Rytman to sell the Schwartz Farm and escrow funds to pay for a clean-up that was, in part or in total, the responsibility of Colchester Foods, Inc., Pierce Hollow Farms, Inc., Samuel Kofkoff, Robert Kofkoff, Joseph H. Fortin, Kofkoff Egg Farm Limited Partnership causing loss, damage and detriment to the Rytmans.

209. Brown, Jacobson, Jewett and Laudone, P.C., Milton L. Jacobson and/or Glenn M. Gordon, never advocated on behalf of the Rytmans even though they Rytmans asked them to, that Colchester Foods, Inc., Samuel Kofkoff, Robert Kofkoff, Joseph H. Fortin,

Kofkoff Egg Farm Limited Partnership and/or Fitchville Realty, Inc. should be responsible, in part or in total, for this clean-up causing loss, damage and detriment to the Rytmans.

210. Additionally, CNB and NSS were told by Milton L. Jacobson that Kofkoff created the problem, but given the fact that Kofkoff was the bank's choice to take over Rytman, nothing was done.

211. The conditions created and/or allowed to exist on the Schwartz Farm and the Hilltop Farm, and that resulted in the distressed sale of the Schwartz Farm, affected CNB's and/or other creditors opinions of the valuation of the security it or they had on the Rytman real estate. This was part of the damage caused by the Kofkoffs' defendants extortionate act to acquire the enterprises' assets.

212. The condition of the Schwartz Farm resulted in the proliferation of flies and caused other health hazards, which resulted in adverse publicity to Rytmans leading the Department of Environmental Protection and/or other governmental agencies and/or

other instrumentalities to seek the arrest of Julius and Dora Rytman. In fact, the State Attorney's Office obtained an arrest warrant for Julius Rytman's arrest.

213. In an effort to avoid said arrest, and because Milton L. Jacobson, Glenn Gordon and Brown, Jacobson, Jewett & Laudone, P.C. did not take any action against the Kofkoff defendants, the Rytmans had to sell the Schwartz Farm a price for less than its fair market value and not as a chicken farm but as raw land or be arrested. Julius Rytman was going to be arrested for the conditions created and exasperated by Joseph Fortin, Robert Kofkoff, Samuel Kofkoff, Colchester Foods, Inc. and Pierce Hollow Farms, Inc. CNB made management decisions relative to sales price and fraudulently represented that CNB had the escrow of funds withheld from the sale so that theywould be available to be used by the plaintiffs to clean up Hilltop Farm..

214. The sale of the Schwartz Farm was negotiated and agreed to by the buyer, another client

of Milton L. Jacobson and Brown, Jacobson, Jewett and Laudone, P.C., and CNB. CNB, approached the buyer and agreed to sell the property, upon which it had a mortgage, for less than the fair market value. CNB did this even though it knew that if its other borrower, Kofkoff, had caused problems and exasporated the problem and that the Kofkoff defendants were responsible to clean up the environmental mess it had created and that, a greater price could be obtained for the property if the clean-up was done prior to the same or if the environemntal problem did not exist.

215. Julius Rytman and Dora Rytman were faced with no alternative. Julius Rytman would be arrested or they had to sell the Schwartz Farm to Seymour Adelman (another client of Milton L. Jacobson and Brown, Jacobson, Jewett and Laudone, P.C.) so Dora Rytman signed a deed to the Schwartz Farm on april 24, 1987. This transaction was recorded on April 29, 1987.

216. CNB agreed to this sale at a time when it

had been led to believe that Kofkoff's Colchester Foods, Inc., had released the mortgage it held on all of the Rytmans properties when the one million Rytman chickens were transferred to Kofkoff's Colchester Foods, Inc. on February 20, 1987 and CNB entered into an escrow agreement relative to a fund of $50,000 on May 28, 1987 for the manuer clean-up and agreed to provide the release of mortgage on that farm. (The actual deed had been signed by the Rytmans on April 24, 1987 to avoid the arrest. At the time Rytman executed the deed Julius Rytman and Dora Rytman though that Kokfkoff's Colchester Foods, Inc. had released its mortgage as agreed by Colcheseter Foods, Inc. on February 20, 1987 in fact Colchester Foods, Inc. had not released its mortgage.

217. The failure on the part of Colchester Foods, Inc., Samuel Kofkoff, Robert Kofkoff, Joseph H. Fortin, Kofkoff Egg Farm Limited Partnership and/or Fitchville Realty, Inc., to release said mortgages affected CNB's, and/or creditors of the Rytmans view of the credit worthiness of the Rytmans

and view of the Rytmans ability to come up with solutions to their problems.

218. In May of 1987, in accordance with the common scheme, Colchester Foods, Inc., Samuel Kofkoff, Robert Kofkoff, Joseph H. Fortin, Kofkoff Egg Farm Limited Partnership and/or Fitchville Realty, Inc., offered in a letter sent via the mail from Attorney Glenn Gordon to CNB to purchase certain properties from Rytmans and negotiations were taking place directly with CNB, NSS and Samuel Kofkoff. Brown, Jacobson's office continued to represent plaintiffs and the Kofkoff defendants in the negotiations.

NEGOTIATIONS BETWEEN CONSPIRATORS TAKE PLACE OVER THE SUMMER OF 1987

219. After the Schwartz Farm was sold, defendant, Colchester Foods, Inc., released the mortgage on said farm, but still claims it is owed money pursuant to said mortgage.

220. Brown, Jacobson, Jewett and Laudone, P.C, represented Rytmans and the purchaser of the Schwartz

Farm, Seymour Adelman and know when the Rytman executed the deed to the Schwartz Farm their other client, Kofkoffs Colchester Foods, Inc. had not released its mortgage and that Kofkoffs Colchester Foods, Inc. would not release its mortgage. When Dora Rytman executed the Schwartz Farm deed the Rytmans were not told that the Kofkoff defendants Colchester Foods, Inc. had not released its mortgage on their properties.

221. On June 19, 1987, CNB exerted additional pressure by letter to Attorney Jacobson sent via the mail and informed Rytmans that if they did not have a liquidation plan within two weeks, it would start a foreclosure action. Such demand was made by CNB's Attorney, William Barnett, in a letter, sent through the mail, to Attorney Milton L. Jacobson on June 19, 1987.

222. On June 19, 1987, CNB, in the same letter, also stated that Colchester Foods, had not released its mortgages when it took Rytmans chickens and other personalty and that was contrary to its understanding

of the facts surrounding the Colchester Foods, Inc. debt and that Colchester Foods, Inc. mortgage was impairing the sale of the Schwartz property.

223. Prior to and/or including July of 1987, Rytmans indicated to CNB, in a letter set via the mail by Brown, Jacobson, Jewett and Laudone, P.C., to Attorney William Barnett that releases had been obtained from Colchester Foods, Inc. and Samuel Kofkoff, for the Schwartz Farm and other Rytman properties, and that a sale was imminent, with respect to other property of Rytmans, and that there was a very interested buyer for Rytmans land, next to the Colchester Egg, building and the Hilltop Farm. In fact, Brown, Jacobson, Jewett and Laudone, P.C. had not obtained releases other than relating to the Schwartz Farm causing loss, damage and detriment to the Rytmans.

BROWN, JACOBSON, JEWETT AND LAUDONE'S P.C. FRAUDULENT CONCEALMENT OF THE ROAD NEAR RYTMAN'S HILLTOP FARM.

224. The Rytmans had repeatedly attempted to prevent the defendants from acquiring the assets by

asserting, inter alia, that this road, New Park Road, would be built at any time soon enough to help them. Milton L. Jacobson, Glenn Gordon and Brown, Jacobson, Jewett and Laudone, P.C. kept advising the Rytmans that it would not be built soon enough to assist them in their efforts to stop the defendants from acquiring their assets.

225. Brown, Jacobson, Jewett and Laudone, P.C. was at this time the attorneys for the Norwich Community Development Corporation (hereinafter "NCDC") and a member of the NCDC which was arranging for the road and knew through its association with the NCDC that the road was about to be built.

226. Brown, Jacobson, Jewett and Laudone, P.C. (Glenn Gordon) was representing Joseph Fortin, Samuel Kofkoff, Robert Kofkoff at this time and knew that Joseph Fortin was actively preparing to purchase the small piece of property, bordering the plaintiffs property, from the NCDC and actually had a survey done prior to forcing the Rytmans into signing the October-November 1987 Agreement which was the vehicle

by which they were to acquire the Rytman properties and businesses yet concealed that information from the Rytmans. By acquiring the plaintiffs property and the adjoining piece, the Kofkoff defendants would acquire a piece of property worth in excess of what they would pay under the October 1987 Agreement.

227. Brown, Jacobson, Jewett and Laudone, P.C. was also actively representing the Connecticut National Bank at this time on matters during this same period of time. Connecticut National Bank's Vice President, Charles Hayes, was also on the NCDC and was aware of the developments concerning the New Park Road.

228. Brown, Jacobson, Jewett and Laudone, P.C. was representing the Norwich Savings Society (hereinafter "NSS") on legal matters and Attorney Vincent Laudone of Brown, Jacobson, Jewett and Laudone, P.C. was a member of the Board of Directors of the NSS. Daniel Dennis, the President of the NSS, was also the President of the NCDC and, therefore, NSS was aware of the eminent development of the New

Park Road.

229. On October 16, 1987, Joseph Fortin on behalf of Samuel Kofkoff, Robert Kofkoff, Fitchville Realty, Inc. (hereinafter "Kofkoff") and their business entities went to see Mr. Delij of Putnam Engineering and Surveying to talk to him about Kofkoff/Fitchville Realty, Inc.'s plans to acquire the Hilltop Farm and the triangular piece of property that separated the Hilltop Farm and the New Park Road that was to be constructed by Norwich Community Development Corporation of which Daniel Dennis was President. Joseph Fortin had Mr. Delij prepare a map showing the area to be conveyed to Joseph Fortin for Kofkoff/Fitchville Realty, Inc. These facts were concealed from the Rytmans.

230. On October 16, 1987 Attorney Glenn Gordon sent two pieces of mail, one to Daniel Dennis, President of NSS, and one to Thomas Gardiner, Vice President of CNB, in furtherance of Colchester Foods/Kofkoff scheme although specifically--namely, Joseph Fortin, to "acquire" certain Rytman properties

and contract rights for values which were below their fair market value. These properties and values were:

a.	All Murphy Road Land	$ 200,000.00
b.	Colchester Egg Building and land, so-called	850,000.00
c.	Hilltop Farm	500,000.00
d.	Route 32 (Franklin) multi-family house	100,000.00
e.	Jalkanen Farm	200,000.00
f.	Robella Farm	150,000.00
g.	Dydo farm (lots, house, acreage)	300,000.00
h.	Putnam Industrial Park Land	300,000.00
i.	Various building lots in Windham County	50,000.00
j.	Egg Distribution Contract and Commissions	250,000.00
Total		$2,900,000.00

This letter was fraudulently represented that the fair market values of the properties.

231. Additionally, the October 16, 1987 mailed letter asked that the Rytman home of 40 years be

released to Joseph Fortin and Samuel Kofkoff, Robert Kofkoff and their corporate entities so that they could use the Rytman home to extort the Rytmans into signing the October-November 1987 Agreement. The October-November 1987 Agreement provided for Joseph Fortin, Samuel Kofkoff, Robert Kofkoff, Fitchville Realty, Inc., to acquire this Rytman property for free.

232. On October 16, 1987, Joseph Fortin for Kofkoff/ Fitchville Realty asked Glenn Gordon to mail a letter to Daniel Dennis, President of the Norwich Savings Society, and Thomas Gardiner, Vice President of the Connecticut National Bank, to set forth Kofkoff/Fitchville Realty, Inc.'s plan to acquire various Rytman properties including the Hilltop Farm and to negotiate a "put" from the NSS. This "put" was to be a contractual obligation on the part of the NSS to repurchase the Hilltop Farm for $800,000.00, Dydo Farm for $400,000.00, Putnam Industrial Land for $450,000.00 for a total of $550,000.00 more than what Kofkoff/Fitchville Realty,

Inc. would pay for them. These facts were concealed from the Rytmans.

233. Milton L. Jacobson, Glenn Gordon and Brown, Jacobson, Jewett and Laudone, P.C. concealed from the Rytmans that an individual named Andre Messier had offered $850,000.00 for the mill along without tools and parts and that the offer was rejected prior to Rytman being forced to sign fraudulent and extortionate October-November 1987 Agreement. Attorney Mark Block informed Attorney Marvin Horowitz, Mr. Messier's attorney, of the revocation of the acceptance of the $800,000.00+ offer from Andre Messier on behalf of the NSS and CNB in an October 27, 1987 letter mailed to him. Attorney Block also confirms this fact to Attorney William Barnett of Hoberman and Pollack, P.C., CNB's attorney, by a letter mailed to him on October 27, 1987. This offer, acceptance and revocation was concealed from the Rytmans.

NSS CONTINUES TO PRES ITS CLAIM AGAINST CNB THROUGH THE OCTOBER-NOVEMBER 1987 AGREEMENT AND THEREAFTER

234. NSS continued to raise its claimed breach of the Participation Agreement as late as two weeks before the execution of the October 1987 Agreement. At a meeting on October 16, 1987 where Daniel Dennis, Mary Jo Wlodecki and Mark Block was present CNB's Vice President, Thomas Gardiner, was questioned why CNB "did business with Julius taking over the Feed Mill." Mr. Gardiner noted, " I told them Dan Dennis was advised and he approved verbally of the deal."

235. Finally, clear evidence of NSS threatened litigation against CNB from December, 1986 forward is the NSS own internal memo dated March 28, 1988 from Mary Jo Wlodecki to NSS officer James Brown. This memo was written after the plaintiffs challenged the October-November 1987 Agreement as willbe discossued infra.

The March 28, 1988 Memo clearly indicates the following:

1) Julius Rytman and Dora Rytman took over High Tech Feeds, Inc..

2) "At this point, there seems to be a discrepancy as to whether NSS was even asked if

we would agree to the takeover by Julius and Dora Rytman."

3) "As lead bank for this loan, it is CNB's fiduciary responsiblity to not only protect themselves but also to protect NSS."

4) "As far as litigating against CNB, this is not common knowledge and therefore has not been mentioned in any of the previous past-due reports." This is clear evidence that NSS went to incredible lengths to conceal what it was doing to CNB -- namely, it intentionally omitted the information from the normal records of the NSS.

5) "With regard to your question to the timing of liquidation on all of the properties, this is difficult to answer; as indicated to you sometime ago, Mr. Rytman has now seeked counsel, Donald Beebe, to litigate against CNB and has refused the $3,000,000 offer from Sam Kofkoff. NSS has also seeked counsel to review all of the collateral and documentation. The original

meeting set for March 17 with Attorney Miller had been canceled because of Dan being out. A new time is still in the process of being set up. Upon meeting with Sid Miller, we will then have a better feel of whether we have a suit against CNB. Mark Block will be forwarding to you a listing of all the properties and our lien positions of each one. Clayton is in the process of reviewing the Hi-Tech files and will give us a list of properties and their appraised values."

THE SIGNING OF THE OCTOBER 1987 AGREEMENT

236. On October 31, 1987, Rytmans were told by counsel to attend a meeting wherein they signed a document entitled "Agreement", by and among CNB, The Norwich Savings Society, the Federal Land Bank, Fitchville Realty, Inc., Colchester Foods, Rytmans, Julius and Dora Rytman Proprietorship, Colchester Egg and Pine Crest Duck Farm Trust (hereinafter the "October 1987 Agreement").

237. The Connecticut National Bank, the Norwich Savings Society, Samuel Kofkoff, Robert Kofkoff,

Joseph Fortin, Kofkoff Egg Farms Limited Partnership, Colchester Foods, Inc., Fitchville Realty, Inc., Milton L. Jacobson, Glenn Gordon and Brown, Jacobson, Jewett and Laudone, P.C. knowingly devised a scheme or artifice to defraud or to obtain money by false pretenses. Part of that scheme was the October 28, 1987 to November 2, 1987 Agreement (hereinafter "October Agreement") which was discussed by the defendants through the mail and wire communications in violation of 18 U.S.C. Sec. 1341 and Sec. 1343. At various times from, at least, November, 1986 through, at least, August of 1989, relating to the formation, execution and implementation of the October Agreement which would result in the transfer of plaintiff's assets to the defendants.

238. The terms of the October, 1987 Agreement were drafted and agreed to by many of the parties on October 28, 1987, except Rytmans, who were not present on October 28, 1987. Brown, Jacobson, Jewett and Laudone, P.C., Milton L. Jacobson and Glenn M. Gordon, represented Rytmans, and Fitchville Realty,

Inc., Colchester Foods, Kofkoff Egg Farm Limited Partnership, Kofkoff-Fortin Management Associates, Samuel Kofkoff, Robert Kofkoff and Joseph H. Fortin. The Agreement was signed by Rytmans on October 31, 1987 under economic duress and/or mental distress as a result of the conduct set forth in this complaint resulting in loss, damage and detriment to the Rytmans. Other parties signed it on November 2, 1987.

239. At the time the Rytmans signed the Agreement on behalf of themselves and their businesses, neither one of them had read the Agreement.

240. At the time the Rytmans signed the Agreement on behalf of themselves and their businesses, Julius Rytman was heavily medicated, had taken in excess of 22 tablets of Xanex, 25 milligrans and Dexophin 2 pills 100 milligrams plus alcohol, and was not competent when he signed the Agreement. Such incompetence was obvious to Milton L. Jacobson and Glenn Gordon because Julius Rytman did not look well and Milton L. Jacobson witnessed Julius Rytman

banging his head against the wall of Milton L. Jacobson's office because he was so distraught over what was happening to the enterprise.

241. At the time the Rytmans signed the Agreement for themselves, and their businesses, they were under duress caused by the defendants.

242. At the time the Rytmans signed the Agreement for themselves, and their businesses, they were under economic duress caused by the defendants.

243. During the period of time from approximately October 24, 1987 to November 2, 1987, Joseph Fortin was in Florida. Robert Kofkoff called him from Connecticut via the telephone concerning the efforts of the defendants to acquire the Rytman enterprise(s) through a scheme and artifice and/or extortion that was memorialized in part by the October - November 1987 Agreement and other agreements associated therewith and talked to Joseph Fortin about them. Robert Kofkoff also informed Joseph Fortin via the telephone from Connecticut to Florida that Joseph Fortin should travel directly to

Bradley International Airport from Florida and to drive directly to the office of Hoberman and Pollack, P.C. to meet with the defendants and their attorneys to execute the October - November 1987 Agreement and other documents so that the acquisition of the remaining Rytman enterprises could be carried out further. These telephone conversations were in violation of the wire fraud statute, 18 U.S.C. 1343 in that Robert Kofkoff and Joseph Fortin were defrauding the Rytmans and coercing them into transfering their assets and discussed the scheme via interstate wire.

244. The October, 1987 Agreement, signed by Colchester Foods, Inc., Samuel Kofkoff, Robert Kofkoff, Joseph H. Fortin, Kofkoff Egg Farm Limited Partnership, Fitchville Realty, Inc., provided in part that:

(a) The Mill would be sold to Fitchville Realty, Inc. for One Million ($1,000,000.00) Dollars.

(b) CNB would immediately institute foreclosure

proceedings against the real estate of Julius and Dora Rytman, described in Exhibit "C" of the Agreement.

(c) Fitchville Realty, Inc. would purchase all of the real estate in Exhibit "C" for the prices set forth therein.

(d) CNB sold to Colchester Foods, the Egg Commission Contract for Two Hundred Thousand ($200,000.00) Dollars, even though at that time there was substantial money past due on said contract and that the future payments on said contract were at least $1.4 million dollars.

(e) If CNB would obtain the properties by strict foreclosure then CNB would quit claim said properties to Fitchville Realty, Inc. for the prices set forth in Exhibit "C".

(f) In the event that the foreclosure was by sale, then Fitchville Realty, Inc. agreed to bid not less than the amount listed in

Exhibit "C".

(g) Other terms set forth in the October 1987 Agreement are set forth in Exhibit "A", attached hereto and made part hereof.

(h) Upon information and belief, Fitchville Realty, Inc. received a certain piece of property for no consideration.

(i) Upon information and belief, Fitchville Realty, Inc. received parts and tools for no consideration.

245. The October 1987 Agreement was entered into so that CNB could acquire title to the remaining Rytman properties within the shortest period of time. The Connecticut National Bank v. Julius Rytman, Et Al action was one of the proceedings agreed to in the agreement to allow CNB to acquire title in the shortest period of time.

246. Also, a document, dated October 28, 1987, and signed by CNB, Fitchville Realty, Inc., Colchester Foods, Joseph Fortin, Robert Kofkoff, The Norwich Savings Society, The Federal Land Bank, the

Rytmans and their corporations, provided that Rytmans would transfer to Fitchville Realty, Inc., the properties known as Putnam Industrial Land and Putnam Residential Land, for $400,000.00 and $50,000.00 respectively.

247. The Rytmans were not made aware of the fact that the NSS and others had signed and agreed to the October-November 1987 Agreement until October 30, 1987 when they refused to sign. They only signed on the 31st of October 1987 upon the representation that all of the documents would be held in escrow.

IMMEDIATE RESULTS OF THE OCTOBER 1987 AGREEMENT

248. Upon the execution of the October-November 1987 Agreement, CNB proceeded to sell:

(a) the mill;

(b) the Putnam Industrial Land and Residential Land;

(c) the Egg Commission Contract.

These sales took place despite the fact that the Rytmans were told directly that all of the documents

would be held in escrow.

249. The Putnam Industrial Land was sold to Fitchville Realty, Inc. for $400,000.00, even though plaintiffs, Julius and Dora Rytman, had a bona fide purchaser for $500,000.00 causing loss, damage and detriment to the Rytmans.

250. Fitchville Realty, Inc., sold the Putnam Industrial Land to the same person, Julius and Dora Rytman, were going to sell to for $500,000.00 causing loss, damage and detriment to the Rytmans.

251. Unknown to the Rytmans, NSS was insistant that these sales take place so that Federal Land Bank, the first mortgagee of the mill property, would be paid in full, thereby freeing additional funds from the mill for NSS. NSS did not care what the Putnam Industrial Property sold for as long as Federal Land Bank was satisfied.

252. Milton L. Jacobson, Glenn M. Gordon and/or Brown, Jacobson, Jewett and Laudone, P.C., represented to the plaintiffs that the documents they executed on October 31, 1987 were to be held in

escrow and based upon that representation and the advice of Milton L. Jacobson, Glenn M. Gordon and/or Brown, Jacobson, Jewett and Laudone, P.C., the plaintiffs executed the various documents including a release to Samuel Kofkoff, Robert Kofkoff, Joseph H. Fortin, Colchester Foods, Inc., Fitchville Realty, Inc., Egg Express, Inc., Pierce Hollow Farms, Inc., Kofkoff-Fortin Management Associates.

253. Samuel Kofkoff, Robert Kofkoff, Joseph H. Fortin, Colchester Foods, Inc., Kofkoff Egg Farm Limited Partnership and/or Fitchville Realty, Inc., knew and/or through their attorneys should have known that the aforementioned documents were to remain in escrow and/or that the plaintiffs had been told that when they executed the same.

260. The Norwich Savings Society was to receive a certain piece of property, on which it had no mortgage, as payment for its outstanding debt under its participation agreement with defendant, CNB, causing loss, damage and detriment to the Rytmans. This was agreed to between CNB and NSS secretly

because of the ongoing dispute over the CNB decision to enter into the mill without NSS's consent. Rytmans were not aware of this dispute. Attorney Milton L. Jacobson was not only aware of it, but played an active role in assisting the two banks in resolving their differences to the plaintiffs detriment. When Julius Rytman asked Milton L. Jacobson why NSS was looking at his land in Preston, he was falsely and fraudulently advised by Milton L. Jacobson that NSS had a mortgage on that property.

255. CNB knew that the Preston Remaining Land was to go to the NSS once acquired by CNB through the fraudulent and extortionate October-November 1987 Agreement to satisfy CNB's obligation to NSS under the Participation Agreement and concealed that fact from the Rytmans.

256. NSS received $8,079.34 out of the sale of the mill for its legal fees even though Rytman was not obligated to pay them.

257. On October 29, 1987, Attorney Mark Block for the NSS mailed a letter to Thomas Gardiner in

furtherance of the schemeto defraud and extort the Rytmans so as to acquire interest in the Rytman property. The letters inform NSS co-conspirator that it has signed the October 28, 1987 but reserves its rights as a participant under the Participation Agreement of August 8, 1985 including "future distribution of proceeds from future sales of Rytman lands". This letter was in furtherance of the scheme and artifice.That letter was kept secret from the plaintiffs. The NSS was not entitled to any future distribution of any of Rytmans' properties through the Participation Agreement. Instead, the NSS by working together with the co-conspirators devised a secret deal wherein the NSS was to obtain the remaining Rytman land to satisfy (in whole or part) the balance of the money due to it under the Participation Agreement. The oral agreement to defraud was to be reduced to writing as indicated in the October 29, 1987 letter which was sent through the mail is in violation of 18 U.S.C. Sec. 1341.

258. CNB agreed to let The Norwich Savings

Society have the piece of property despite the fact that CNB had a mortgage on said property and despite the fact that The Norwich Savings Society was only entitled to receive payment on its debt through the bankruptcy proceeding involving High Tech Feeds, Inc. causing loss, damage and detriment to the Rytmans.

259. On November 5-17, 1987 CNB took $8,894.07 from the sale of the High Tech mill. The Rytmans were not told that they were going to do this when the Rytmans executed the October-November 1987 Agreement.

260. On November 19, 1987, Brown, Jacobson, Jewett and Laudone, P.C. sent via mail to Mr. Joseph Fortin and Fitchville Realty, Inc. a bill for $9,250.00 for the work that the law firm did in assisting Kofkoff/Fitchville Realty and the other Kofkoff business entities in acquiring the Rytman properties.

261. On November 24, 1987, Milton L. Jacobson sent a letter via the mails to Mr. Clint Charter of Production Credit Association for the purpose of

arranging for the assignment of a mortgage with an approximate balance of $39,747.97 held by the Federal Land Bank to Milton L. Jacobson for "the substantial fees that the Rytmans owe to this [BJJ&L] office for legal services performed during the last year and a half". BJJ&L used the mails to secure their fees for their participation in the acquisition of the Rytmans' properties by Kofkoff/Fitchville Realty, Inc.

262. Milton L. Jacobson, Glenn Gordon and Brown, Jacobson, Jewett and Laudone, P.C. n/k/a Brown, Jacobson, Tillinghast, Lahan & King, P.C. by means of the fraudulent conduct and extortionate conduct benefited to the extent of receiving fees paid by the Colchester Foods/Kofkoff defendants to the extent that they billed the Rytmans for their services and actually received an assignment in November of 1987 in a mortgage that was the property of the Rytmans for $40,000.00 (which arrangement was cancelled some time after the Rytmans discovered the fraudulent and extortionate activities participated in by the

attorneys). Milton L. Jacobson used the mails with the specific intent for himself and his law firm, Brown, Jacobson, Jewett and Laudone, P.C., to get paid by notifying Federal Land Bank of Springfield of the assignment in a letter mailed on November 27, 1987.

263. Glenn Gordon in furtherance of the scheme and artifice to defraud the Rytmans sent letters via mail to other lienholders on the various Rytman properties in an effort to obtain releases for these liens without satisfying Rytmans' obligation for said liens to facilitate the execution of the October-November 1987 Agreement and the acquisition of the Rytman properties by Samuel Kofkoff, Robert Kofkoff, Joseph Fortin corporation, Fitchville Realty, Inc.

264. Milton L. Jacobson, Glenn Gordon and Brown, Jacobson, Jewett and Laudone, P.C. knew that the Preston Remaining Land was to go to the NSS (in fact, Glenn Gordon testified to this fact) once acquired by CNB through the fraudulent and extortionate

October-November 1987 Agreement to satisfy CNB's obligation to NSS under the Participation Agreement and concealed that fact from the Rytmans.

COMMENCEMENT OF THE FORECLOSURE ACTION

265. On November 6, 1987 CNB instituted a foreclosure action pursuant to the October-November 1987 Agreement. Despite the fact that this foreclosure action which is entitled The Connecticut National Bank v. Julius Rytman, Et Al, Docket No. CV-87-0505741S of the Judicial District of New London at New London (hereinafter "CNB v. Rytman") was brought pursuant to the October - November 1987 Agreement with CNB's full knowledge of that fact and yet CNB alleged:

a) The Rytmans defaulted on the Obligations by failing to make the required scheduled interest payments.

b) As a result of, and following, the Rytmans' defaults, CNB exercised its rights and declared the entire balances due and owing under the Obligations immediately due

and payable.

266. CNB did not start the foreclosure on the basis of the alleged default but instead instituted CNB v. Rytman based upon the October - November 1987 Agreement. CNB pled the default described in paragraphs 3 and 4 above to conceal the scheme and artifice and the scheme and artifice of the defendants described herein so that CNB, through the foreclosure, could acquire the remaining Rytman enterprises or what was left to the Rytman enterprises or property thereof and then convey those properties to Fitchville Realty, Inc.

CNB'S CONVERSION OF ESCROW FUNDS

267. On November 18, 1987 Attorney Milton L. Jacobson wrote directly to CNB's attorney, William Barnett of Hoberman and Pollack, P.C., and asked him directly for an accounting of certain money for the removal of manure from the Rytman farm that had been escrowed by the Rytmans through coersion and extortion. William Barnett took the letter received from Attorney Jacobson and sent it through the mail

to Thomas Gardiner, Vice President at CNB, with a letter asking Mr. Gardiner to call him when he had reviewed it. This letter was mailed on November 20, 1987 in violation of 18 U.S.C. Sec. 1341..

268. On November 20, 1987, William Barnett of Hoberman and Pollack, P.C., on behalf of his client, CNB, sent via the mail a letter to Milton L. Jacobson indicating that he would discuss the escrow funds with CNB and get back to him.

269. On or about January 1988 and times prior and subsequent thereto, CNB denied the existence and availability of funds that were escrowed under coercion and/or extortion by the Rytmans. CNB's through it's attorneys made the following representations to public officials at the Department of Agriculture, inter alia:

a) January 14, 1988, William Barnett of Hoberman and Pollack, P.C. in a telephone conversation with William Harrington of the Department of Agriculture who inquired about the

$50,000.00 that the Rytmans had escrowed for manure removal. William Barnett told Mr. Harrington that "there's no removal funds, and the $16,000 paid to have manure removed from Hilltop was not paid by Conn. National".

b) January 25, 1988, Lee Spielman of Hoberman and Pollack, P.C. in a telephone conversation with William Harrington of the Department of Agriculture, Lee Spielman told Mr. Harrington directly: There is no money for cleaning out manure. The money that was held back was to protect the Land Bank and Conn. National against an environmental problem in the future.

Spielman said that Dora and Julius own that farm.

The bank does not appreciate the timing of the calls from Vinny [then Deputy Commissioner of Department of

Agriculture]. He said they seem to come at a crucial time in their negotiations with Rytman and Kofkoff.

He suggested I contact Rytmans lawyer.

c) On February 1, 1988, Mr. Harrington talked via phone to Lee Spielman relative to the clean up money for Hilltop. In this conversation, Lee Spielman stated:

He talked with Jacobson, Said Conn. Nat. would add to Rytman's loan and lower manure level in coop #1.

This representation was made despite the fact that the Connecticut National Bank had the escrow funds to complete the clean up.

The conduct of CNB resulted in a Franklin Department of Health action and a State of Connecticut Department of Environmental Protection action relative to the manure still remaining at the

Hilltop Farm in 1990. The Rytmans had to defend these actions and were subject to press coverage that further caused coersion on the part of CNB to make them consider not to go forward with their defense to the CNB v. Rytman matter and their counterclaims and cross complaints brought therein.

270. Said funds were, in part, a portion of the proceeds derived from the distressed sale of the Schwartz Farm referenced above.

271. Said funds were more than adequate to cover the costs to correct the problems on said farms.

272. The Connecticut National Bank, failed to use said funds to correct said problems and/or converted the funds to The Connecticut National Bank's own use causing loss, damage and detriment to the Rytmans.

273. As a result of the failure of CNB to use said funds as indicated above, Julius Rytman and Dora Rytman, have been subjected to actions by

governmental agencies for the clean-up and/or have been subjected to adverse publicity and public ridicule causing loss, damage and detriment to the Rytmans.

274. The manure that was to be cleaned out of the Hilltop Farm was contained in egg production buildings located on that farm.

275. In January 1990 the building burned exposing the manure to rain and snow creating in the eyes of the Health Director of the Town of Franklin a public nuisance resulting in the issuance of an Abatement Order resulting in the Rytmans receiving

negative publicity and expending money to defend the abatement order and take an appeal therefrom.

276. The Rytmans requested of the defendant, CNB, the funds which they escrowed pursuant to the Environmental Escrow Agreement and CNB refused to provide them with any of the money until the end of the appeal hearing day when the hearing officer from the Department of Health indicated to the Town of

Franklin that it should issue abatement orders to CNB, Colchester Food, Inc., Samuel Kofkoff, Robert Kofkoff and Joseph Fortin.

277. The funds provided by CNB were inadequate to eliminate the manure in 1990 (although there were more than enough funds to remove all of the manure in 1987) and the Department of Environmental Protection issued a cease and desist order which the Rytmans had to defend all to their loss and detriment.

NSS PROCEEDS TO ACQUIRE LAND OF PLAINTIFFS PURSUANT TO SECRET DEAL

278. On November 30, 1987 Daniel Dennis, President of the Norwich Savings Society, mailed a letter to Thomas Gardiner, Vice President of CNB concerning the Rytman home farm. This letter refers to the fraudulent concealed agreement between CNB and NSS relative to the fact that NSS was to get the remaining Rytman land. The letter specifically states:

> "Please review these [maps and letters from surveyor] at your earliest convenience and give me a call so that we can gree on our position and have a conference call with

Attorney Jacobson."

Emphasis added.

This letter was mailed to assist in the implementation of the fraudulently concealed agreement and the October-November 1987 Agreement.

MILTON L. JACOBSON CONTINUES TO CONTROL THE PLAINTIFFS AFTER NOVEMBER 2, 1987.

279. At a barmitzvah on December 19, 1987, Milton L. Jacobson told Dora Rytman not to do anything relative to the October-November 1987 Agreement until she had talked to him. Milton L. Jacobson told her not to listen to Julius Rytman or rely on Julius Rytman and indicated to her that Julius Rytman wascrazy. Milton L. Jacobson told Dora Rytman that he was going to Florida and she was not to do anything until she talked to Milton L. Jacobson. Milton L. Jacobson asked her if she knew his telephone number in Florida. As a result of that conversation, Dora Rytman, following Milton L. Jacobson's advice and request, called Milton L. Jacobson in Florida from Connecticut on or about

January 2, 1988. The phone call was made in the morning around 9:00 a.m. or 10:00 a.m. She started telling him that she needed to meet about their properties and that terms of the October-November 1987 Agreement and they were not satisfied with it. Milton L. Jacobson hung up and then called Dora Rytman back on the phone from Florida on the same day about an hour later. Milton L. Jacobson said to Dora Rytman that she should not do anything to upset the October-November 1987 Agreement. Milton L. Jacobson said he was coming home and set a meeting for Monday or Tuesday evening.

280. On January 5, 1988, the meeting that was arranged via telephone from Florida took place at Milton L. Jacobson's office in Norwich, Connecticut. At the meeting, Milton L. Jacobson told the Rytmans that they had a case against the Kofkoffs but he was not going to do anything about it. Milton L. Jacobson told the Rytmans not to engage Attorney Donald Beebe because Mr. Beebe would not do anything for them and if the Rytmans were set on suing the

Kofkoffs. He would arrange for them to hire Attorney Ralph Dupont. Dora Rytman said to him that she did not feel that it was right that the Rytmans had to turn everything over to the Kofkoffs.

EXTORTIONATE THREATS MADE TO THE PLAINTIFFS TO PREVENT THEM FROM CHALLENGING THE OCTOBER AGREEMENT AND FORCLOSURE BROUGHT PURSUANT TO IT

281. On January 19, 1988, the Rytmans filed a Motion to Dismiss in the CNB V. RYTMAN matter thereby formally interposing a defense to that action. Immediately thereafter, on January 21, 1988, Milton L. Jacobson of Brown, Jacobson, Jewett and Laudone, P.C. sent letters via the mail to the Rytmans in an effort to stop the Rytmans from asserting any defenses and to further coerce and extort them into adhering to the scheme or artifice to acquire the Rytmans' property, property rights and business opportunities from them.

282. On January 22, 1988, Milton L. Jacobson called Mollie Grossman, daughter of the plaintiffs, by telephone from Connecticut to New York to enlist

her help to convince the Rytmans not to challenge the October - November 1987 Agreement. Through this call, Milton L. Jacobson accomplished the following in the furtherance of the scheme or artifice to acquire the Rytmans' property, property rights and business opportunities. Milton L. Jacobson convinced her to drive from New York to Connecticut to meet with him through this telephone call. Milton L. Jacobson, at the meeting that was set up via the telephone call, told Mollie Grossman that she should do her best to convince the Rytmans not to challenge the October - November 1987 Agreement. Milton L. Jacobson described to Mollie Grossman the October - November 1987 Agreement as the best course for the Rytmans. Milton L. Jacobson told Mollie Grossman that the Rytmans were acting in a self-destructive manner by challenging the October - November 1987 Agreement, that things could go worse for the Rytmans and that the Rytmans did not know how bad things could get for them if the Rytmans challenged the October - November 1987 Agreement and the schemes

associated therewith. Milton L. Jacobson told Mollie Grossman that he wanted the Rytmans to come immediately to his office to sign documents to finalize the acquisition of all the Rytman property. Milton L. Jacobson also told Mollie Grossman if the Rytmans could not come immediately, then they should meet with Glenn Gordon the next day.

Milton L. Jacobson directed Mollie Grossman to go to her parents and convince them to finalize the October - November 1987 Agreement part of the scheme or artifice. Mollie Grossman listened to what Milton L. Jacobson said and believed him and went to her parents to try and convince them to finalize the October - November 1987 Agreement.

283. Milton L. Jacobson requested Ben Krowicki of Hoberman and Pollack, P.C., (Connecticut National Bank's attorneys) on behalf of CNB to send a letter to the Rytmans in furtherance of the scheme and artifice to further coerce and extort the Rytmans into not challenging the scheme or artifice so that the Rytmans would be defrauded of their property.

property rights and business opportunities. Ben Krowicki of Hoberman and Pollack, P.C., sent, on a letter January 25, 1988, reminding the Rytmans that CNB v. Rytman foreclosure action was brought pursuant to the October-November 1987 Agreement and telling them that because the Rytmans were asserting their legal rights in the foreclosure action, they would lose rights to their home of forty years. Said letter stated:

> (i) that the foreclosure described in paragraph (a) was brought pursuant to the October Agreement.
>
> (ii) that said October Agreement provided that Julius Rytman, Dora Rytman, Rytman Grain, Inc., Agri-Finance, Inc., Julius and Dora Rytman, A Proprietorship, Colchester Egg Farms, Inc. and Pinecrest Duck Farm Trust, agreed pursuant to paragraph 4:
>
> "[A]ll parties to this Agreement agree to provide Bank with their full

cooperation and take such action as may be necessary to insure the acquiring of title to said property by Bank within the shortest possible time." (Emphasis added.)

(iii) that since the Rytmans filed a Motion to Dismiss to the foreclosure action that CNB disclaims any obligation it may have had to convey certain property to the Rytmans.

284. Ben Krowicki on behalf of CNB sent copies of the January 25, 1988 letter via mail to Thomas Gardiner, Vice President of CNB, Milton L. Jacobson and Glenn Gordon. These mailings were in violation of 18 U.S.C. 1341 in that the letter to the Rytmans was an attempt to coerce them into going forward with the agreement under the threat of losing their home.

285. In January, February and March 1988, CNB, through its employees or through its attorneys at Hoberman and Pollack, P.C., called from Connecticut to West Hampton, Massachusetts, to discuss the

development of the Rytman enterprise property located there. CNB controlled this property through its mortgage on the same and through oral agreements made at the time of the execution of the October - November 1987 Agreement. This call was in violation of 18 U.S.C. 1341 in that CNB was trying to develop this property so that it could satisfy NSS and end its dispute with NSS.

BROWN, JACOBSON, JEWETT AND LAUDONE FORWARD PLAINTIFFS" RELEASE TO KOFKOFF TO FURTHER THE CAUSE OF KOFKOFF

286. In 1989 Glenn Gordon, Milton L. Jacobson and/or Brown, Jacobson, Jewett and Laudone, P.C. forwarded on to the Colchester Foods, Inc., Samuel Kofkoff, Robert Kofkoff, Joseph H. Fortin, Kofkoff Egg Farms Limited Partnership and Fitchville Realty, Inc.'s new counsel via the mail a release from the Rytmans in an attempt to assist Colchester Foods, Inc., Samuel Kofkoff, Robert Kofkoff, Joseph H. Fortin, Kofkoff Egg Farms Limited Partnership and Fitchville Realty, Inc., in defrauding the Rytmans

and/or in an attempt to assist Colchester Foods, Inc., Samuel Kofkoff, Robert Kofkoff, Joseph H. Fortin, Kofkoff Egg Farms Limited Partnership and Fitchville Realty, Inc., in attempting to defraud the Rytmans' present claims against the Colchester Foods, Inc., Samuel Kofkoff, Robert Kofkoff, Joseph H.Fortin, Kofkoff Egg Farms Limited Partnership and Fitchville Realty, Inc. causing loss, damage and detriment to the Rytmans

287. Attorney Glenn Gordon of Brown, Jacobson, Jewett and Laudone, P.C. used the mails with the specific intent of defrauding one of his firm's own clients of the precise interest which it had been retained to defend (one of which was to hold this and other operative documents in escrow). This mailing after release was concelaed from the plaintiffs.

SUMMATION OF THE ALLEGATIONS MADE HEREIN

288. This amended complaint alleges, inter alia, violations under Racketeer Influenced and Corrupt Organizations (RICO), 18 U.S.C. 1962 et seq. and is brought by the plaintiffs in connection with a scheme

devised, conducted and/or participated in by defendants, Kofkoff Egg Farms Limited Partnership, Samuel Kofkoff, Robert Kofkoff and Joseph H. Fortin, Blair Hagy, Colchester Foods, Inc., Fitchville Realty, Inc., Pierce Hollow Farms, Inc., Connecticut National Bank, Norwich Savings Society, Brown, Jacobson, Jewett & Laudone, P.C., Milton L. Jacobson and Glenn Gordon, each of whom was associated with or controlled or participated in the affairs of the plaintiffs' enterprise through a pattern of racketeering activity, and conspired to do so, and wrongfully and unlawfully divert assets of the plaintiffs' enterprise, and conspire to do so, all to the detriment of the plaintiffs' enterprise.

289. As a result of the conduct of the defendants, the plaintiffs lost their entire livelihood, their assets, their ability to maintain an egg production business, grain mill business, grain sales business, chicken farm business and the businesses ancillary thereto. The loss of assets

include, but are note limited to, an integrated grain mill facility, several chicken farms (which had values as land and as opertaing farms), the loss of chickens, the loss of personal property, the loss of valuable developable properties, and the loss from valuable contracts, accounts receivable and intangibles.

Julius Rytman and Dora Rytman as owner of their business entities and as sole stockholder and through their special relationship with the defendants relative to High Tech Feeds, Inc. and High Tech Feeds, Inc.'s special arrangement with the plaintiffs of High Tech Feed, Inc. lost their entire integrated chicken farm and egg production business and grain mill business. Julius Rytman and Dora Rytman personally have suffered emotional distress. Julius Rytman, Dora Rytman, Julius and Dora Rytman Proprietorship, Rytman Grain, Inc., Pinecrest Duck Farm Trust, Agri-Finance, Inc. as guarantors, cross collateralizers and "signatories" of various financial contracts lost valuable collateral, the

businesses operating that collateral through the conduct described herein.

290. Defendants agreed, in 1987, that they would conspire together to affect the liquidation of the plaintiffs and transfer these assets to the defendants, Colchester Foods, Fitchville Realty, Joseph Fortin, Robert Kofkoff, Samuel Kofkoff, Kofkoff Egg Farm Limited Partnership, and Pierce Hollow Farms, Inc. This common scheme culminated with the signing of the October 1987 Agreement which, as detailed herin, provided for such liquidation. During the relevant times referred to in this complaint, the defendants conspired with one another to defraud the plaintiffs of their assets and to divert unlawfully those assets to the benefit of themselves, who as a result of their unlawful conduct, had no lawful right to those assets. The racketeering activities through which these objections were carried out consisted of a complex pattern of individual transactions and groups of transactions as more fully described herein.

291. CNB agreed to participate in the conspiracy because, as detailed in this complaint, it had been operating under a secret plan of liquidating the plaintiffs since 1985 and, in 1987, decided it was significantly to their advantage to assist its other borrowers, the Kofkoffs, in obtaining assets of the plaintiffs, thereby finalizing its liquidation of the plaintiffs and gaining more security on its loans with Kofkoff.

292. Kofkoff agreed to participate in the conspiracy because, as detailed in this complaint, they had already defrauded and extorted the plaintiffs out of millions of chickens and with the acquisition of the remaining assets of the plaintiffs, they would become an integrated business and one of the largest egg production and distibution businesses in the region. They agreed to participate in the conspiracy because it enabled them to acquire these assets at below market prices.

293. Norwich Savings Society agreed to participate in the conspiracy because, with the

wholesale liquidation of the plaintiffs' assets, they would be paid significantly more on the debt owed to them than they would have otherwise. Norwich Savings Society participated partially by threatening legal action against CNB if Norwich Savings Society was not given monies from the sale of plaintiffs' properties beyond the sale of the grain mill.

294. The center of the conspiracy was Milton L. Jacobson, Glenn Gordon and Brown, Jacobson, Jewett and Laudone, P.C. who, ats detailed herein, represented the Kofkoff group in the acquisition of plaintiffs' assets. At the same time, they purported to represent the plaintiffs. Their representation of the plaintiffs, detailed herein, was fraudulent and was, in fact, the instrumental role in the destruction of the plaintiffs.

295. It was a part of the scheme to defraud that the defendants, Brown, Jacobson, Jewett, and Laudone, P.C., Milton L. Jacobson and Glenn Gordon would and did agree and conspired together with the other defendants to devise and participate in a plan of

deceit and deception, whereby they abused their positions of trust and fiduciary relationships with the plaintiffs and their enterprise; they abused and breached their obligations of loyalty and fidelity and their duty to act honestly and faithfully in the best interests of the plaintiffs and their enterprise. Instead, they acted for the best interests of the other defendants which interests were adverse to the plaintiffs and the plaintiffs' enterprise. They used false and fraudulent pretenses, representations and promises calculated to deceive the plaintiffs and made material nondisclosures and concealment of facts and information important to the plaintiffs while representing the plaintiffs, all so as to unlawfully, intentionally and/or wilfully, and with intent to defraud the plaintiffs by diverting their assets to the other defendants and destroying the businesses. The above acts by Milton L. Jacobson, Glenn Gordon and Brown, Jacobson, Jewett & Laudone, P.C. included but were not limited to Milton L. Jacobson, Glenn

Gordon and Brown, Jacobson, Jewett & Laudone, P.C. simultaneous legal representation of the Kofkoff defendants and the plaintiffs in matters directly involving both the Kofkoff defendants and the plaintiffs to the their enterprise's detriment. The above acts by Milton L. Jacobson, Glenn Gordon, and Brown, Jacobson, Jewett & Laudone P.C. included but were not limited to simultaneous legal representation of Norwich Savings Society and Connecticut National Bank during the period of time they represented the plaintiffs and the Kofkoff defendants.

The above acts of Brown, Jacobson, Jewett and Laudone, P.C. included but were not limited to the simultaneous act principals of Brown, Jacobson, Jewett and Laudone, P.C. sitting as directors on the Norwich Savings Society Board of Directors, making business decisions relative to the plaintffs' enterprise involving the participation loan (High Tech Feed) between Norwich Savings Society and CNB; the Dydo'Lisbon estate loand matter, the Spandorf personal mortgage matter and said plaintiffs in these

same matters. The above acts by Milton L. Jacobson, Glenn Gordon and Brown, Jacobson, Jewett and Laudone, P.C. included but were not limited to Milton L. Jacobson, Glenn Gordon and Brown, Jacobson, Jewett and Laudone, P.C.'s simultaneous legal representation of the Norwich Community Development Corporation and the plaintiffs relative to land transactions affecting both both the plaintiffs' and the Norwich Community Development Corporation.

296. That scheme to defraud evolved over time as a pattern of racketeering activities, described herein, that inflicted particular harm on the plaintiffs' enterprise business and property.

297. In carrying out the scheme to defraud the plaintiffs, the defendants engaged, inter alia, in conduct in violation of Federal laws, to wit: mail fraud in violation of 18 U.S.C. Sec. 1343; and extortion in violation of 18 U.S.C. Sec. 1951 et seq.

298. In carrying out the scheme to defraud the plaintiffs, the defendants also engaged, inter alia, in conduct in violation of the laws of the State of

Connecticut, to wit: larceny in violation of Connecticut General Statutes Sec. 53a-119, et seq.

299. The defendants committed numerous acts constituting violations of 18 U.S.C. Sec. 1341 by placing or causing to be placed in the U.S. mails letters, agreements and other documents throughout the period of time detailed in the complaint, which contained information concealed from the plaintiffs' affecting plaintiffs' ability to stop the fraudulent acts, false information regarding monies allegedly owed by the plaintiffs to the various defendants, false information concerning environmental problems on plaintiffs properties, fraudulent information relating to the false promises made throughout ~~this~~ time by the defendants, false and fraudulent information regarding the values and liquidation of the assets of the plaintiffs; and other written documents which contained materially false and fraudulent statements in furtherance of the scheme.

300. As outlined in the complaint, interstate phone calls were made in furtherance of the scheme in

violation of 18 U.S.C. Sec. 1343.

301. As a result of the defendants conduct, as alleged herein, the plaintiffs were injured by the destruction of the enterprise and the immediate loss of assets described herein. Further, the plaintiffs lost the ability to prevent the destruction of the businesses described herein and the ability to prevent the foreclosure of other properties owned by the plaintiffs since the October 1987 Agreement.

302. Plaintiffs suffered damages as a result of defendants conduct in an amount to be determined at trial.

303. Pursuant to 18 U.S.C. Sec. 1964(c), plaintiffs are entitled to recover treble their general and special compensatory damages, plus interest, costs and attorneys fees by reason of defendants' violations of 18 U.S.C. 1962.

COUNT TWO

Paragraphs 1 through 303 of Count One are incorporated herein as paragraphs 1 through 303 of this Count Two.

304. The defendants each had knowledge of the illegal operation of the enterprise(s) and lent substantial assistance to the other defendants to enable them to associate themselves with the enterprises to conduct and participate in the affairs of the enterprise(s) through a pattern of racketeering activity in violation of 18 U.S.C. Sec. 1962 et. seq.

305. By reason of the aforementioned racketeering enterprise activities and the aiding and abetting of such racketeering enterprise activities, defendants' ability to defraud the plaintiffs was immeasurably enhanced because the illegal operation of the enterprises and the aiding and abetting of the illegal operation of the enterprises facilitated the fraud and/or wrongdoings and aided its concealment, thereby damaging the plaintiffs in its business and property.

306. As a result of the defendants conduct, as alleged herein, the plaintffs were injured by the destruction of the enterprise and the immediate lost

of assets described herein. Further, the plaintiffs lost the ability to prevent the destruction of the enterprise described herein and the ability to prevent the foreclosure of other properties owned by the plaintiffs since the October 1987 Agreement.

307. Plaintiffs suffered damages as a result of defendants conduct in an amount to be determined at trial.

308. Pursuant to 18 U.S.C. Sec. 1964(c), plaintiffs are entitled to recover treble their general and special compensatory damages, plus interest, costs and attorneys fees by reason of defendants' violations of 18 U.S.C. 1962.

COUNT THREE

Paragraph 1 through 303 of Count One are incorporated herein as paragraphs 1 through 303 of this Count Three.

304. The defendants knowingly, willfully, and unlawfully did conspire, agree, and combine together with each other to associate with, conduct, participate in, commit or to assist in the commission

of at least two of the predicate acts set forth herein and further the scheme to defraud the enterprises through a pattern of racketeering activity in violation of 18 U.S.C. Sec. 1962 et. seq. and such conspiracy is unlawful and violates 18 U.S.C. Sec. 1962(d).

305. The object of the conspiracy was to associate with, participate in, and conduct the affairs of the enterprises, and/or to acquire or maintain directly or indirectly an interest in or control of the enterprise(s), in part, by the acts described herein.

306. The overt acts committed by defendants to execute and accomplishy the above-described unlawful conspiracy include but are not limited to the illegal predicate acts set forth in above, which constitute a pattern of racketeering activity as defined in 18 U.S.C. Sec. 1961(5).

307. By reason of the above-described unlawful conspiracy, defendants' ability to defraud the plaintiffs was immeasurably enhanced because the

illegal operation of the enterprises through this conspiracy facilitated the fraud and aided its concealment, thereby damaging the plaintiffs in their business and property.

308. As a result of the defendants conduct, as alleged herein, the plaintiffs were injured by the destruction of the enterprise and the immediatef loss of assets described herein. Further, the plaintiffs lost the ability to prevent the destruction of the enterprise described herein and the ability to prevent the foreclosure of other properties owned by the plaintiffs since the October 1987 Agreement.

309. Plaintiffs suffered damages as a result of defendants conduct in an amount to be determined at trial.

310. Pursuant to 18 U.S.C. Sec. 1964(c), plaintiffs are entitled to recover treble their general and special compensatory damages, plus interest, costs and attorneys fees by reason of defendants' violations of 18 U.S.C. 1962.

WHEREFORE, plaintiffs demand judgment as follows:

1) For the First, Second, and Third Causes of Action, damages in an amount to be determined at trial plus interest and costs;

2) For the First, Second, and Third Causes of Action, treble damages under 18 U.S.C. sec. 1964(c), as well as costs of the suit and reasonable attorney's fees;

3) Punitive damages in an amount to be determined at trial;

4) Such other and further relief as the Court may deem just and proper, together with interest, along with the costs and disbursements of this action.

Dated: September 23, 1992

THE PLAINTIFFS

By: /s/ Donald R. Beebe

Donald R. Beebe

ct 06527

BEEBE AND O'NEIL

335 Washington

Street

Box 6002

Norwich, CT 06360

(203)889-5266

2576Z/4457e